

Request for Proposals



Consolidated Wastewater Treatment Plant Construction Manager at Risk (CMaR)

Issue date:
September 1, 2015

Owner:
City of Evans
1100 37th Street
Evans, CO 80634

Project Manager:
Ditesco
1315 Oakridge Drive, Suite 120
Fort Collins, CO 80525
Keith Meyer, P.E.

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I. PROJECT SCOPE OF WORK AND REQUIREMENTS**A. General Information**

The City of Evans (City) is requesting proposals for a Construction Manager at Risk (CMaR) general contractor for construction of a new combined wastewater treatment facility. This new facility will treat combined flows from two separate collection basins within the City's service area. The new treatment facility is to be located at their current Hill-n-Park (HNP) plant site and will treat approximately 3 MGD. As part of the project plan, the City will abandon its primary treatment plant (the Evans plant) and locate a new regional lift station at this site to transfer wastewater via a new force main to the HNP facility.

The Evans plant currently provides wastewater service for approximately 2/3 of the Evans population, or approximately 4,000 households (1.2 MGD), and is located at the intersection of 1st Avenue and 37th Street. The HNP facility is located near the intersection of 49th Street and 35th Avenue and serves the remainder of the City's population (0.5 MGD) and future growth areas. Figure 2-2 shows a map of the service areas and plant locations.

In September of 2013, the City experienced one of the worst flooding events ever recorded in the South Platte River Basin. This flood reached stages over 18-ft in the City causing immense loss of public infrastructure and residential housing. The Evans treatment plant was severely damaged with flood waters covering their ponds and inundating the existing headworks and maintenance facilities, rendering the plant inoperable for over two weeks. Prior to this event, the City was studying expansion to the Evans plant as it had exceeded capacity levels to trigger planning phases. Following this flood event, the City has obtained various elements of funding for the management, planning, design and permitting for the new construction of the combined treatment facility at the HNP site. These funding sources include Colorado Department of Public Health and Environment (CDPHE) and Department of Local Affairs (DOLA) grants. Additional project funding is expected to come from State Revolving Loan Fund (SRF) loans and local sources. As such, this project is subject to all State Revolving Fund (SRF) program requirements including, but not limited to American Iron and Steel (AIS) and Davis Bacon prevailing wages. At the time of finalization of the GMP, the wage determination will be designated and incorporated into the CMaR contract and must be added to all subcontracts.

The project is separated into multiple design segments; one is the Consolidated WWTP that is being designed by Dewberry Engineers Inc., Denver CO and the other is the Lift Station and Force Main that is being designed by HDR, Fort Collins CO. The design, permitting and construction is being managed by Ditesco, Fort Collins CO.

B. Purpose

The Purpose and Need of the project is essentially two-fold. First, the existing WWTP's are at capacity and in need of upgrades to meet current and projected effluent quality standards. Second, the risk of flooding current WWTP infrastructure is great and the City has determined their citizens would be better served with a more reliable WWTP system. The new Consolidated WWTP will include the following but not limited to:

- Headworks facility with one mechanical step screen, one manual bar screen and one grit removal system.
- Three stage Johannesburg secondary process with three treatment trains.
- Three secondary clarifiers.
- A UV disinfection system with two channels and two banks in series.
- An administration/O&M/lab building.
- An anaerobic lagoon for solids handling.
- 3.0 MGD Lift Station (submersible pumps, wet well, supporting building).

- 3 miles of two 10" diameter force mains.

C. CMaR Requirements

City of Evans expects the CMaR Contractor to provide full design assist, review and construction services related to the completion of the Consolidated Wastewater treatment Plant project. These services are to include, but not be limited to the following.

Preconstruction Phase:

- Participation in design review providing comments on progressively completed construction drawings and specifications.
- Provide recommendations on early work packages (as applicable) for approval by the Project Manager. Work packages will be coordinated with fund availability.
- Participation in preconstruction services which may include construction scheduling, procurement scheduling and cost estimating.
- Provide open procurement of subcontractors and suppliers. Include Project Manager and team members in procurement of subcontractors and vendors. Provide open book pricing including development of GMP using associated markups outlined in this RFP.
- Participation in design meetings, review of design drawings, constructability input and providing lead time estimates of various materials, equipment or furnishings incorporated into the work. Phasing recommendations of construction elements.

Construction Phase:

- Provide construction services according to the Construction Agreement and contract documents including self-performance of at least 20% of the physical work (including overhead, profit and procurement of materials).
- Provide subcontractor and material procurement consistent the City and CDPHE procurement policies adhering to Davis Bacon Wage Compliance, Disadvantaged Business Enterprise Goals and Buy America requirements as applicable.
- Provide qualified full time site supervision and management of trade subcontractors to meet or exceed the defined project schedule and meet the goals set forth in this RFP.
- Provide storm water management and BMP maintenance for the site complying with State and City regulations.
- Provide construction delivery scheduling, meeting attendance and reporting according to contract document and federal or state requirements.
- Provide site security and protection during construction. Provide all site safety management and compliance with OSHA standards and criteria. Implement a site safety program that is reported on regularly.
- Provide for a quality control program that meets or exceeds minimum job/contract document and industry standards. Coordinate all quality control testing and inspections through the Project Manager.

- Meet all licensing requirements as set forth by the City, Weld County or other jurisdictional authorities for both CMAr (General Contractor) and subcontracted work. Provide work that complies with the latest version of IBC standards as modified by the City; and Weld County Engineering and Construction Criteria – latest version. Provide work that complies with Union Pacific and CDOT standards and regulations.
- Provide services to manage participation in startup, testing and commissioning processes; project close out and address needs during the project warranty period.

D. Roles

The following outlines the respective roles of the design and management team involved in the project. These are described below.

City of Evans. City of Evans is the Owner of the project. The CMAr will contract with the City of Evans for construction of the new Consolidated Wastewater Treatment Plant. The design and construction contracts are/will be managed by the Project Manager with assistance from the City's designated representative.

Project Manager (Project and Construction Manager). Ditesco is the Project and Construction Manager overseeing all aspects of the design, permitting and construction as an agent of the Owner representing the City of Evans. Ditesco has responsibility of the Owner's Representative as defined in the general conditions of the contract.

Design Engineers. Dewberry Engineers Inc. is the design engineer for the new Consolidated Wastewater Treatment Plant Project. HDR is the design engineer for the new Lift Station and Force Main Project. Dewberry and HDR are the engineers of record respective to each work elements they are designing.

E. Owner Expectations and Delivery Schedule

Partnering

The City of Evans team expects a partnering relationship with the selected CMAr. The team expects an environment where trust and teamwork prevents disputes, fosters a cooperative bond to everyone's benefit, and facilitates the completion of a successful project. Adversarial relationships between the project participants are not an acceptable way of doing business on this project.

Key Staff

City of Evans expects the CMAr to commit key staff members to manage the project through attendance of weekly project meetings; preparation of Requests for Information (RFIs); management of subcontractors; management of schedule; management of quality and management of cost. Key staff members for this project are expected to include a project manager, assistant project manager, superintendent and project engineer. These individuals shall be named in the RFP and be assigned to the project throughout the construction phase.

Communication

City of Evans expects open and honest communication related to project activities including subcontractor performance, cost control, schedule control, budget and quality issues as they may arise. The project team expects communication to occur directly through the established chain of command which may involve working directly, receiving direction and coordinating with Owner's assigned personnel or consultant team staff.

Contract Management

City of Evans expects the CMAr to participate in contract management such that pay

applications, work change directives, change orders, RFIs and other documents that are managed timely and effectively to avoid delays in project delivery. The Owner expects full transparency of cost and supplying full back up documentation for cost of work and fee establishment during development of the GMP. The project team expects the CMAr to work with its representatives to process all job documentation through an established document management and control system.

Delivery Schedule

City of Evans expects the CMAr and subcontractors to perform to a delivery schedule that meets or exceeds the schedule attached to this RFP as Exhibit C. Overall, the project team expects preconstruction services during the last quarter of 2015 into mid 2016; groundbreaking around July 2016 with the project fully complete and accepted no later than first quarter of 2018. This means beneficial use of the project, started, tested, operational, with certificate of occupancy.

II. SUBMITTAL REQUIREMENTS

General Contractors that have the requisite experience, experience with CMAr delivery and minimum qualifications outlined herein are encouraged to submit proposals.

General Company Information

Name of firm, contact person for this proposal, title, phone number, fax number, street and mailing addresses, and previous names of firm in last 10 years; date firm was established. Describe how the firm is organized. Provide general contracting licenses held by firm.

Profile Projects

Provide a brief project description and history of projects, similar in scope to this project, completed in the last 5 years. It is expected that the firm will have water and/or wastewater construction experience with projects exceeding \$15M in value. Include the following information.

1. Project description that includes the project name, overall scope of work, key subcontractors used and any unique project characteristics.
2. Project history that includes the original schedule agreed upon at the time of signing the contract, the actual duration of construction, and any special characteristics of the project that affected delivery.
3. Type of project delivery model used.
4. Original contract cost.
5. Cost at completion and number of change orders.
6. Contractor, subcontractor or owner initiated claims and their resolution.
7. Original contract time and actual completion time.
8. If the project included formal partnering.

Provide a brief discussion of any unusual factors that affected the project delivery (e.g. owner initiated delays, additions to the work, etc.). Provide both an owner reference and consulting engineer/architect reference for cited projects.

Company Resources

Indicate the total number of personnel employed by the company and how many resources are in each category (e.g. Administration, Clerical, Estimating, Project Management, Project Coordinator, Project Engineer, Superintendent, Foreman, Carpenter, Laborer, etc.) Provide an organizational chart for the resources proposed to be used on this project. Indicate the office location this project will be managed through. Provide a full list of equipment on hand, owned and managed by the firm.

Key Project Staffing

Provide names and resumes of proposed key project staff, including the proposed project manager, assistant project manager, superintendent and project engineer. Include references from owners and consulting architects/engineers for the last 3 projects for each assigned person. Detail the availability of proposed staff. (Note: key personnel must be committed to this project for its duration, unless excused by the Owner. This requirement is non-negotiable.)

The proposed project manager shall have no less than 12 years of experience in water/wastewater treatment plant and pipeline construction.

The proposed superintendent shall have no less than 10 years of experience in water/wastewater treatment plant and pipeline construction.

Project Budget and Cost Control

1. Describe your approach to developing a cost to complete this project.
2. Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.
3. Describe how the delivery schedule outlined in Part E above affects your approach to pricing.
4. Describe your approach to be transparent or open book when developing a cost for this project in cooperation with the project team.
5. Describe how you view contingency in CMAr delivery. It is expected that they CMAr will not own contingency unless specifically identified by the Project Manager as certain allowances for parts of the work.

Construction Sequencing and Scheduling

Describe the scheduling software your firm typically uses for sequencing tasks and scheduling subcontractors, materials and equipment. The City will require that an industry recognized software (Primavera/Oracle P6 or equivalent) is used to develop and manage the project schedule; fully base-lined, critical path shown and float managed. Describe the way in which your firm develops and maintains project schedules for projects of this size and nature. Describe your process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date. Submit an example of a project schedule for a similar size project.

Quality Assurance/Quality Control

Provide details on your firm's quality control program. Explain how your team administers a quality control program during construction, how performance measures are documented and how quality issues are addressed. Provide examples of when your firm exceeded quality standards, gained industry recognition or received quality awards.

Partnering Experience

Describe at least 5 projects completed by your firm where partnering was formally implemented. Provide a listing of key staff who participated in these projects and their roles. Describe in detail what Partnering means to your firm.

Safety Record

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years. Provide the OSHA reportable accident rate on projects managed by the proposed superintendent or project manager over the three year period. Provide a list of all projects in the last 5 years that have received an OSHA citation either to the GC or subcontractor on the jobsite and provide a narrative of the citations.

Trade Subcontractors

Provide a listing of trade subcontractors your firm has relationships with and are known to perform to critical schedules and timeframes. Explain your relationship with these firms and how

long they have worked with you on projects. Give examples of situations where these firms have performed to tight timeframes and accelerated schedules.

Financial Statement

Provide a recent financial statement (audited if possible) including balance sheet and income statement showing:

Item Description	Containing
Balance Sheet	Current Assets Current Liabilities Other Liabilities Fixed Assets and Equipment A/R Information
Income Statement (2014)	Net and Gross Income and Expenses

Include a current banking reference (contact name, address, email and phone number).

The Financial statements shall be provided in a **separate sealed envelope** (hardcopy).

Bonding Company Reference

Provide the name, address and phone number of the firm's bonding agent. Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.

Insurance Company

Provide the name, address and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Provide statements to answer the following questions.

1. Does coverage meet minimum project requirements?
2. Does coverage include builder's risk?
3. Can this coverage be extended for work on this project?
4. Can coverage be increased?
5. Can the City and its consultants be listed as an additional insured?
6. Are there any current claims that will affect coverage limits available for this project?

Construction Agreement

Prior to construction, the CMaR will be required to sign the City's Construction Agreement attached as Exhibit B. Any exceptions to the agreement must be stated with your proposal for this project. The City makes no guarantee they will change the agreement but may consider the exceptions.

CMaR Costs and Fee

Provide a list of construction cost factors that are used to develop the cost of work. Provide a listing of your hourly rates used during the preconstruction phase. Include the following.

Construction Phase Costs	
Item Description	Containing
Fee Development	Overhead markup (home office; management) Profit markup

Cost of Work Development	Field Office markup Subcontractor markup Permanent Materials markup Equipment markup Labor (provide unburdened labor rates and markups)
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Preconstruction Phase Costs	
Item Description	Containing
Hourly Rates	Fully burdened labor rates for all project managers, estimators, superintendents and staff expected to be involved in the preconstruction phase.

Describe how your firm develops a typical fee. Describe in detail how your firm uses the markups and cost of work to develop the final project cost. The City of Evans anticipates working with the CMaR to develop this cost for all known quantities of the project. For unknown circumstances, the City anticipates negotiating allowances to complete the work. The final cost plus allowances (if any) will encompass a final Guaranteed Maximum Price (GMP) for the project. All contingencies will be owned by the City and not included in the GMP unless assigned through an allowance.

III. SELECTION PROCESS AND SCHEDULE

Qualified General Contractors interested in the work described in this Request for Proposal should submit items contained in Part II of this request.

The proposer's authorized signature on the Proposal assures the team's compliance with the City of Evans' purchasing policies. A copy can be obtained from the City. The City reserves the right to reject any and all proposals and to waive any informalities and irregularities therein.

1. Financial Obligation.

The City of Evans anticipates appropriating funds for use on the Consolidated Wastewater Treatment Plant Project. All funds made available for the project shall be at the sole discretion of the City of Evans and subject to annual appropriations. The City of Evans reserves the right to cancel this RFP at any time, without penalty.

The City of Evans reserves the right to bid this project if a GMP cannot be negotiated with the selected CMaR General Contractor.

1. References.

References contained in this Statement of Qualifications submitted by Bidder are an intricate part of Bidder's qualifications. References must be accurate. Bidder authorizes the City of Evans and Ditesco (Project Manager) to verify any and all information contained in the Proposal from references contained therein and hereby release all those concerned providing information as a reference from any liability in connection with any information they give.

2. Collusive or Sham Proposals.

Any proposal deemed to be a collusive or sham proposal will be immediately rejected. The General Contractor's project principal's signature on the proposal shall assure the proposal is genuine.

Proposals may be modified or withdrawn by the Bidder prior to the established due date and time.

3. Ownership of Documents.

The City of Evans shall own all documents submitted or generated during this proposal process or thereafter. The General Contractor will not be compensated for generating, producing or duplicating any proposal materials associated with this RFP. All information submitted for evaluation will be considered official information acquired in confidence and the City will use its best efforts to maintain confidentiality to the extent permitted by law.

4. Proposal as Contract.

Items contained in the selected General Contractor's proposal will be considered conditions of the contract (as applicable). In the event conditions of the Contract Documents conflict with elements in the proposal, the Contract Documents shall govern.

Submit Proposals and direct all questions to:

Keith Meyer, PE
Ditesco
1315 Oakridge Drive, Suite 120
Fort Collins, CO 80525
970-988-8605
keith.meyer@ditescoservices.com

Copies: Submit 8 bound copies in a sealed envelope clearly marked with project name; contractor name and date.

Submit a single copy of the financial statements in a separate sealed envelope.

Page Count: Maximum 20 pages (double sided – 40 total; excluding covers)

Proposals shall also be submitted electronically to:

keith.meyer@ditescoservices.com; Maximum Size 10MB

CMaR Procurement Schedule

Event	Date
Issued for Advertisement	September 1, 2015
Mandatory Pre-Proposal Meeting	September 10, 2015 – 10:00 AM (MST) 1100 37 th Street Community Room
Final Questions	September 24, 2015 – 5 PM (MST)
Proposals Due	September 30, 2015 – 3 PM (MST)
<i>Interview and/or Firm Selection</i>	<i>Around October 8, 2015</i>
<i>Final Selection</i>	<i>By end of October</i>

The Schedule dates listed in *italics* above are approximate and may change. They are provided to General Contractors for information only.

The City of Evans reserve the right to select the top ranked firm directly from proposal documents without a formal interview process.

In the event it becomes necessary to revise any part of the RFP a written addendum will be issued. Each Proposal shall state it is valid for a period of not less than ninety (90) days from date of proposal submittal.

IV. EVALUATION CRITERIA

General Contractor Qualification Review and Assessment

CMaR firms will be evaluated on the following qualification criteria. These criteria will be the basis for review of the written proposals, as well as for the oral interviews (if necessary) of the top ranked firms.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and a 5 being an outstanding rating. Weighting factors for the criteria are listed adjacent to the qualification.

Weighting Factor	Qualification	Standard
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used in the completion of construction and the results that are desired from the project?
2.0	Assigned Project Team	Does the proposed team have the necessary skills and experience to fulfill the requirements of the project? Is the key staff available to do the work?
1.0	Safety Record	"OSHA Illness/Injury Rate", "OSHA Lost Work Day Incidence Rate" and Workers Compensation Experience Modification Rate Insurance Multiplier. Are these rates reasonable for industry?
2.0	Firm Experience	Has the firm worked on projects similar in scope to this project? Has partnering been used on other projects? Does the firm have the experience necessary for this project?
1.0	CMaR Experience	Does this contractor have the necessary CMaR experience? Has the firm been involved in other types of alternate delivery?
2.0	Firm Capability	Does the firm have experience, equipment, manpower and finances to complete the work?
2.0	Construction Performance	Do the referenced projects reflect favorably in respect to completion within the contract schedule, cost control and claims?
1.0	Motivation	Has the firm shown an interest in the work and a commitment to the successful completion of the project?
2.0	Cost	Are the cost factors presented in the proposal reflective of industry standards? Do they offer a reasonable way to approach development of the GMP?
75		Total Points Available

Reference evaluation process (top rated firm)

After the optional interviews have been conducted the evaluation committee will select the top rated firm and the Project Manager may check references for overall performance, timetable, completeness; cost control and job knowledge of selected project references. A satisfactory/unsatisfactory rating shall be given to each reference contacted. If reference checks are positive for the top ranked firm, then the City will work to negotiate a contract for CMaR services. If the top firm's reference checks are not positive, then the selection committee will refer to the second ranked firm to evaluate their respective references, and so on.

Qualification	Standard
Overall Performance	Would you hire this Contractor again? Did their level of quality meet the project specifications and Owner needs?
Schedule	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Contractor responsive to client needs; did they anticipate problems? Were problems solved quickly and effectively?
Cost Control	Was the original Scope of Work completed within the project budget?
Job Knowledge	Did Contractor personnel exhibit the knowledge and skills necessary for the efficient completion of the scope or work?

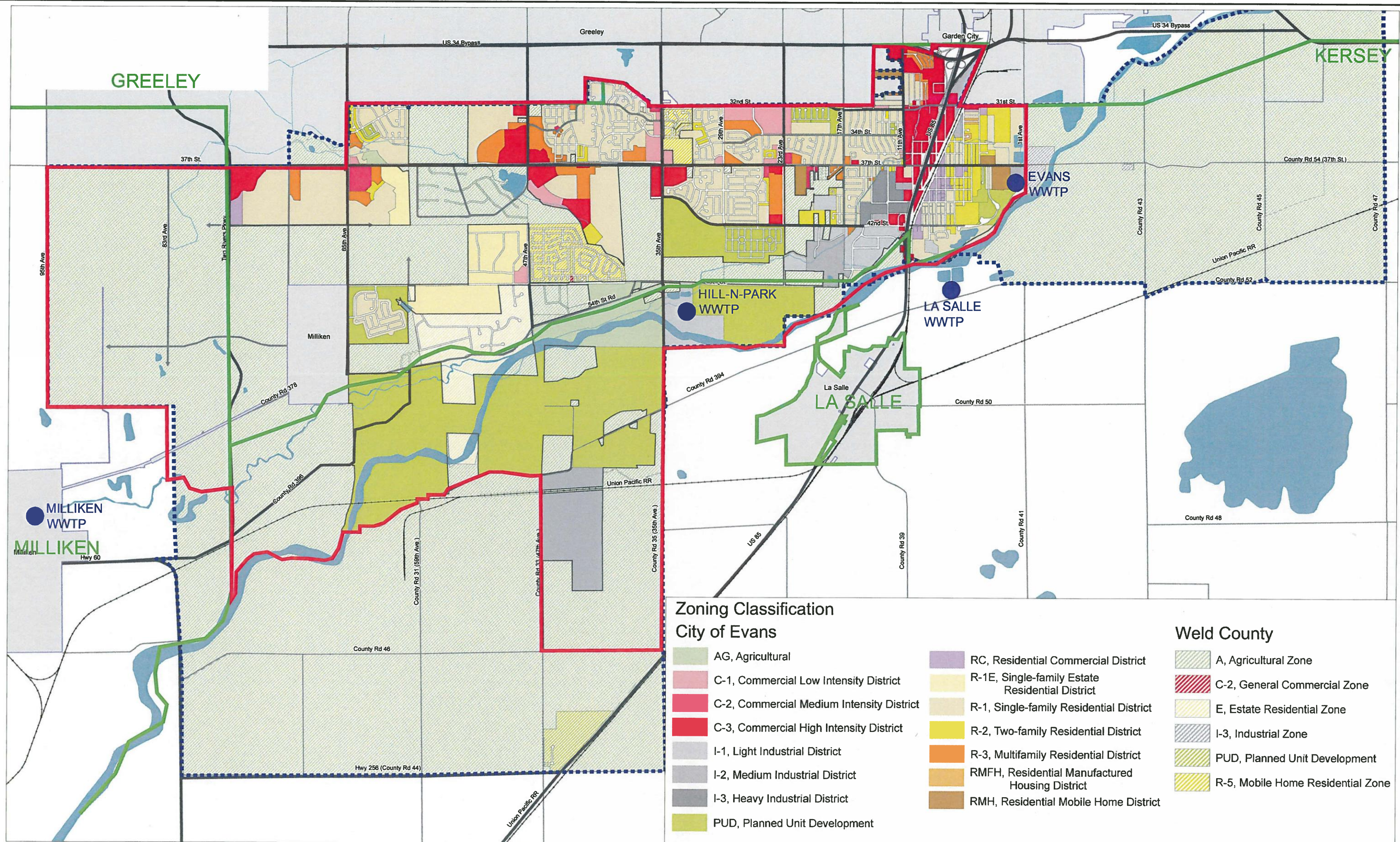


EXHIBIT A – DESIGN PHASE AGREEMENT

City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT
CONTRACTOR

THIS AGREEMENT is made and entered into this the day of _____, 2015, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed _____ (\$___). Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid,

unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or

proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages to the extent caused by the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, for actions caused by Consultant, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands for actions caused by Consultant. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Risk Manager

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended

reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. The Consultant shall also have the ability to terminate this agreement by providing City with forty-five (45) days' advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
 Attn: Aden Hogan, City Manager
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant/Contractor:

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit B** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
John Morris, Mayor [***IF OVER \$10K***]
Aden Hogan, Jr., City Manager [***IF UNDER***
\$10K] [***Pick one, delete the other***]

ATTEST:

Raegan Robb, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Scotty P. Krob, City Attorney

APPROVED AS TO CONTENT:

Aden Hogan, Jr., City Manager

CONSULTANT

By: _____
Title: _____

[**Use attest *or* notary block, not both. Delete the one not used, please.**]

ATTEST:

By: _____
Title: _____

OR NOTARY BLOCK

STATE OF COLORADO)
)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

Exhibit B

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an

investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

EXHIBIT B – CONSTRUCTION PHASE AGREEMENT

Contract will include:

1. 2013 EJCDC General Conditions of the Construction Contract
2. Supplementary Conditions including all SRF program requirements
(American Iron and Steel, Davis Bacon Wage Determinations)
3. CSI Technical Specifications

ARTICLE 1.0

CONTRACTING PROCEDURES

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1.5.5 NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: {Project Name}

The CITY, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated {Advertisement Date}.

You are hereby notified that your bid has been accepted for {Project Name} in the amount of {Bid Amount}.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY.

Dated this ____ day of ____ {Year}.

The City of Evans
(CITY)

By: _____
Title: City Engineer

1.5.6 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the ____ day of _____
_____, {Year}.

By: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Colorado.

1.5.7 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, {Year}, by and between the City of Evans, hereinafter called "CITY", and _____ doing business as hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the phased construction of **{Project Name}**.
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence the work required by the Contract Documents in accordance with the date stated in the Special Conditions and shall complete the work within the time stated in the Special Conditions unless the period for completion is extended otherwise by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **{Project Amount}** for the **{Project Name}**.
5. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for bids
 - (B) Information for Bidders
 - (C) Non-Collusion Statement
 - (D) Bid Proposal
 - (E) Bid Schedule
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Acceptance of Notice
 - (I) Agreement
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Certificate of Incorporation
 - (M) Certificates of Insurance
 - (N) Notice to Proceed
 - (O) Special Conditions
 - (P) General Conditions
 - (Q) Technical Provisions
 - (R) Change Order
 - (S) Addendum

No. _____, dated _____, {Year}

No. _____, dated _____, {Year}

- No. _____, dated _____, {Year}
- (T) Notice of Contractor's Settlement
(U) Final Receipt and Guarantee
(V) Other

6. The CITY will pay the CONTRACTOR in the manner and at such time as set forth in the General Conditions, such amounts required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE CITY OF EVANS

CONTRACTOR

BY _____
NAME John Morris
TITLE Mayor

BY _____
NAME _____
TITLE _____
ADDRESS _____

(SEAL)

ATTEST:

ATTEST:

NAME _____
TITLE _____

NAME _____
TITLE _____

APPROVED AS TO FORM:

Evans City Attorney

APPROVED AS TO SUBSTANCE

Evans City Manager

1.5.8 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, Corporation, Partnership or Individual

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620, hereinafter called CITY, in the penal sum of \$_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, {Year}, a copy of which is hereto attached and made a part hereof for the construction of:

{Project Name}

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the Surety and during the two-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, {Year}.

ATTEST:

Principal

Principal Secretary

By _____(S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

Address

By _____
Attorney-in-Fact

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

1.5.9 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____ hereinafter called Principal, and Corporation,
Partnership or Individual

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620 hereinafter called "CITY", in the penal sum of \$ _____ in a lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the _____ day of _____ {Year}, a copy of which is hereto attached and made a part hereof for the construction of:

{Project Name}

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____ {Year}.

ATTEST:

Principal

Principal Secretary

By _____ (S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds for must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

1.5.10 NOTICE TO PROCEED

TO: _____

DATE: _____

Project: **{Project Name}**

You are hereby notified to commence work in accordance with the Agreement dated **{Agreement Date}**, on or before **{Start Date}**, and you are to complete the work within **{Number of Work Days}** consecutive working days thereafter. The date of completion of all work is therefore **{Finish Date}**.

THE CITY OF EVANS

By _____

Title City Engineer

1.5.11 ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this the __ day of _____, {Year}.

By _____

Title _____

1.5.12 CHANGE ORDER

CHANGE ORDER NO. _____

DATE: _____

PROJECT: **{Project Name}**

TO (CONTRACTOR): _____

JUSTIFICATION: _____

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	AMOUNT
----------	-------------	-----------	------	-----------	--------

	The original contract sum was			\$	_____
	Net change by previous change orders			\$	_____
	The contract sum prior to this Change Order was			\$	_____
	The contract sum will be (increased) (decreased) or (unchanged)				
	by this Change Order			\$	_____
	The contract sum including this Change Order will be			\$	_____
	The new contract time will be (increased) (decreased) or (unchanged)				
	by (____) days.				

The date of completion as of the date of this Change Order is therefore _____, {Year}.

ACCEPTED BY:

Contractor

Address

By _____

Date _____

ORDERED BY:

The City of Evans
1100 37th Street
Evans, CO 80620

By _____

Date _____

1.5.13 NOTICE OF CONTRACTOR'S SETTLEMENT

This is to notify all persons interested that the City of Evans, Colorado will make final payment to **{Contractor's Name}** for work completed on **{Project Name}**.

Said final payment will be made on **{Final Payment Date}**.

Anyone having claims in conjunction with this project may file same with the undersigned no later than **{Wednesday Before Final Payment Date}**.

CITY OF EVANS

By _____
Fred Starr, Director of Public Works

Dated: _____

The Greeley Tribune

DRAFT

1.5.14 FINAL RECEIPT AND GUARANTEE

CITY OF EVANS

Date: _____

Received this date of **{Final Payment Date}**, as full and final payment of the cost of improvements provided for in the Contract executed by **{Contractor's Name}** and Payee on or about **{Agreement Date}**, together with all amendments, change orders, and additions thereto, the sum of Dollars (**\${Final Payment Amount}**), by checking, being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the City of Evans from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within **two (2) years** from the date of initial acceptance of the entire project by the CITY, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the City of Evans and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period. **The Performance and Payment Bonds for this contract shall remain in effect for the period of the guarantee.**

{Project Name}

Signature: _____

Name: _____

Title: _____

1.6 INSURANCE REQUIREMENTS

The CONTRACTOR shall secure and maintain such insurance policies as will protect themselves, their subcontractors, and the City of Evans, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by themselves or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

5.04.C.1. Worker's Compensation and related coverages under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

5.04.C.1.a. State: Statutory.

5.04.C.1.b. Applicable Federal (e.g., Longshoreman's): Statutory.

5.04.C.1.c. Employer's Liability: \$1,000,000.

5.04.C.2. Contractor's General Liability under Paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

5.04.C.2.a. General Aggregate \$1,000,000

5.04.C.2.b. Products - Completed Operations Aggregate \$1,000,000

5.04.C.2.c. Personal and Advertising Injury (per person/Organization) \$1,000,000

5.04.C.2.d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

5.04.C.2.e. Fire Damage (any one fire) \$100,000

5.04.C.2.e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

5.04.C.2.f. Excess or Umbrella Liability

1) General Aggregate \$5,000,000

2) Each Occurrence \$5,000,000

5.04.C.3. Automobile Liability under Paragraph 5.04.A.6:

5.04.C.3.a. Bodily Injury:

Each Person \$1,000,000

Each Accident \$1,000,000

5.04.C.3.b. Property Damage:

Each Accident	\$1,000,000
---------------	-------------

5.04.C.3.c. Combined Single Limit of	\$1,000,000
--------------------------------------	-------------

5.04.C.4. Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

5.04.C.4.a. Bodily Injury:

Each Accident	\$1,000,000
---------------	-------------

Annual Aggregate	\$1,000,000
------------------	-------------

5.04.C.4.b. Property Damage:

Each Accident	\$1,000,000
---------------	-------------

Annual Aggregate	\$1,000,000
------------------	-------------

SC-5.06. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

5.06.A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention.

5.06.A.1 This insurance shall:

5.06.A.1.a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.06.A.1.c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

5.06.A.1.c.(1) In addition to the above listed perils, the property insurance shall include flood, mechanical, or electrical breakdown/failure, and damage to electrical apparatus from electrical currents.

5.06.A.1.d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.06.A.1.e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5.06.A.1.f. allow for partial utilization of the Work by Owner;

5.06.A.1.g. include testing and startup; and

5.06.A.1.h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.06.A.2. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.06. Delete Paragraph 5.06.C in its entirety and insert the following in its place:

5.06.C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with Paragraphs 5.06.A and 5.06.B shall contain a provision or endorsement that the coverage afforded shall not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Owner and to each other additional insured to whom a certificate of insurance has been issued and shall contain waiver provisions in accordance with Paragraph 5.07.

SC-5.06. Add the following language to end of Paragraph 5.06.D:

Property insurance furnished under this Contract shall have deductibles no greater than \$1,000 for all sublimits except for earthquake, which shall have a maximum deductible of \$5,000. When coverage for flood, landslide, or mudslide are included, the maximum deductible applicable to such coverage shall be \$100,000.

SC-5.06. Delete Paragraph 5.06.E in its entirety and insert the following in its place:

5.06.E. If Owner requests in writing that other special perils be included in the property insurance policies provided under Paragraphs 5.06.A or 5.06.B, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order. Prior to commencement of the Work at the Site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

SC-5.07. Delete the last sentence of Paragraph 5.07.A in its entirety and insert the following in its place:

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

SC-5.08. Delete Paragraph 5.08.A in its entirety and insert the following in its place:

5.08.A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

SC-5.08. Delete Paragraph 5.08.B in its entirety and insert the following in its place:

5.08.B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

SC-5.10. Add the following language to the end of Paragraph 5.10.A:

The property insurance shall contain no partial occupancy restriction for utilization of the Project by Owner for the purpose intended.

The Certificate of Insurance must show the City of Evans, as Additional Insureds.

All policies shall be for not less than the amounts set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates or copies of policy of such insurance shall be filed with the CITY and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the CITY.

EXHIBIT C – SCHEDULE

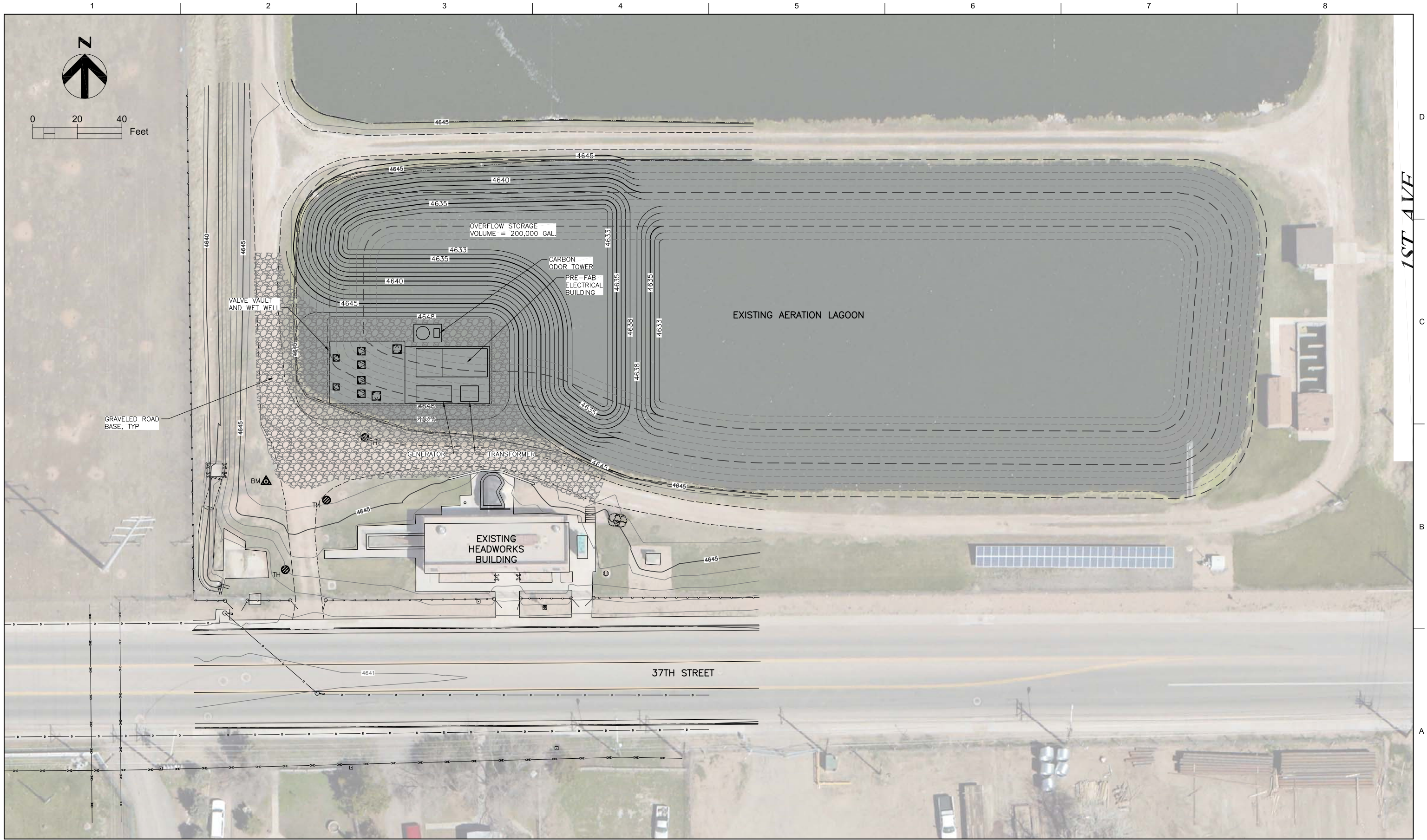
City of Evans Consolidated WWTP Program																			
ID		Task Mode	Name	Leveling Delay	Duration	Start	Finish	Successors	Predecessors	2015		2016		2017		2018			
										1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half		
1			City of Evans WWTP Consolidation Project	0 edays	932 days	Mon 11/3/14	Tue 5/29/18												
2	✓		Design Procurement	0 edays	37 days	Mon 11/3/14	Tue 12/23/14												
10			Funding	0 edays	122 days	Mon 12/14/15	Wed 6/1/16												
11			SRF Loan Application Prep	0 edays	15 days	Mon 12/14/15	Fri 1/1/16	12	64,38										
12			Application Submittal	0 edays	0 days	Fri 1/1/16	Fri 1/1/16	14,13	11										
13			Application Deadline	0 edays	0 days	Fri 1/1/16	Fri 1/1/16	14	12										
14			Public Comment Period	0 edays	60 days	Mon 1/4/16	Fri 3/25/16	15	12,13										
15			SRF Loan Approval	0 edays	0 days	Wed 6/1/16	Wed 6/1/16	145,115	14										
16			Construction Contractor Procurement (CMAR)	0 edays	39 days	Mon 7/27/15	Thu 9/17/15												
17			RFP Creation	0 edays	10 days	Mon 7/27/15	Fri 8/7/15	18	52										
18			RFP Advertised	0 edays	14 days	Mon 8/10/15	Thu 8/27/15	19	17										
19			Pre-Proposal Meeting	0 edays	0 days	Thu 8/27/15	Thu 8/27/15	20	18										
20			Proposals Due	0 edays	0 days	Thu 8/27/15	Thu 8/27/15	21	19										
21			Interviews	0 edays	0 days	Thu 8/27/15	Thu 8/27/15	22	20										
22			Final Selection	0 edays	5 days	Fri 8/28/15	Thu 9/3/15	23	21										
23			Contracting	0 edays	10 days	Fri 9/4/15	Thu 9/17/15	24	22										
24			Approval by City Council	0 edays	0 days	Thu 9/17/15	Thu 9/17/15	92,115,128	23										
25			Project Delivery and Approvals	0 edays	932 days	Mon 11/3/14	Tue 5/29/18												
26	✓		Utility Plan Update/Verification	0 edays	8 days	Wed 12/24/14	Fri 1/2/15	27,28	9										
27	✓		Review Plan Details	0 edays	4 days	Mon 1/5/15	Thu 1/8/15	29	26										
28	✓		Verify Population Projections and Service Area	0 edays	5 days	Mon 1/5/15	Fri 1/9/15	30	26										
29	✓		Verify Cost and Feasibility	0 edays	10 days	Fri 1/9/15	Thu 1/22/15	30	27										
30	✓		Utility Plan Update/Verification Complete	0 edays	0 days	Thu 1/22/15	Thu 1/22/15	40,41	28,29										
31	✓		Geotechnical Investigation (WWTP sites)	0 edays	170 days	Wed 12/24/14	Tue 8/18/15	33,73	9										
32	✓		Topographic Survey (WWTP sites)	0 edays	160 days	Wed 12/24/14	Tue 8/4/15	33	9										
33	✓		Initial Geotech and Survey Complete	0 edays	0 days	Tue 8/18/15	Tue 8/18/15	72	31,32										
34			Site Application	0 edays	290 days	Mon 11/3/14	Fri 12/11/15												
35	✓		Public Notification	0 edays	0 days	Mon 6/29/15	Mon 6/29/15	36	52										
36			Agency Review (208, Health Dept, etc)	0 edays	60 days	Mon 6/29/15	Fri 9/18/15	37	35										
37			CDPHE Review	0 edays	60 days	Mon 9/21/15	Fri 12/11/15	38	36										
38			Site Application Approval	0 edays	0 days	Fri 12/11/15	Fri 12/11/15	11	37										
39	✓		Preliminary Engineering Report (PER) - Needs Assessment	0 edays	137 days	Mon 11/3/14	Tue 5/12/15												
40	✓		Site Location and Service Area	0 edays	4 days	Fri 1/23/15	Wed 1/28/15	42,44	30										
41	✓		Environmental Assessment	0 edays	40 days	Fri 1/23/15	Thu 3/19/15	52	30										
42	✓		Verify PELs	0 edays	3 days	Thu 1/29/15	Mon 2/2/15	43	40										
43	✓		Loading Capacity	0 edays	8 days	Tue 2/3/15	Thu 2/12/15	46	42										
44	✓		Floodplain Analysis	0 edays	5 days	Thu 1/29/15	Wed 2/4/15	52	40										
45	✓		Geotechnical Analysis	0 edays	2 days	Mon 11/3/14	Tue 11/4/14	52											
46	✓		Description of Selected Alternative	0 edays	20 days	Fri 2/13/15	Thu 3/12/15	47	43										
47	✓		Land Certification	0 edays	5 days	Fri 3/13/15	Thu 3/19/15	48	46										
48	✓		Management Capabilities for Loading	0 edays	8 days	Fri 3/20/15	Tue 3/31/15	49	47										
49	✓		Financial Analysis	0 edays	10 days	Wed 4/1/15	Tue 4/14/15	50	48										
50	✓		Schedules	0 edays	10 days	Wed 4/15/15	Tue 4/28/15	51	49										
51	✓		Operational Ability	0 edays	10 days	Wed 4/29/15	Tue 5/12/15	52	50										
52	✓		Complete PER/PNA	0 edays	0 days	Tue 5/12/15	Tue 5/12/15	35,54,55,57,7	51,44,45,41										
53			Process Design Report	0 edays	134 days	Wed 5/13/15	Mon 11/16/15												
54			Civil TM	0 edays	10 days	Wed 5/13/15	Tue 5/26/15	60	52										
			Critical		Milestone		Project Summary		Inactive Milestone		Manual Summary Rollup		External Tasks						
			Critical Split		Slack		Rolled Up Critical		Inactive Summary		Manual Summary		External Milestone						
			Task		Slippage		Rolled Up Critical Split		Manual Task		Start-only		Deadline						
			Split		Summary		Inactive Task		Duration-only		Finish-only		Progress						
Sun 8/30/15 City of Evans WWTP Consolidat																			

Page 1 of 3

[illegible]

City of Evans Consolidated WWTP Program																			
ID		Task Mode	Name	Leveling Delay	Duration	Start	Finish	Successors	Predecessors	2015		2016		2017		2018			
										1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half		
102			60% Design Submittal	0 edays	0 days	Tue 9/15/15	Tue 9/15/15	103	101,99										
103			City Review	0 edays	10 days	Wed 9/16/15	Tue 9/29/15	105	102										
104			90% Design	0 edays	88 days	Wed 9/30/15	Fri 1/29/16												
105			Mechanical Layout	0 edays	8 days	Wed 9/30/15	Fri 10/9/15	106,108	103										
106			Structural Design	0 edays	8 days	Mon 10/12/15	Wed 10/21/15	107	105										
107			Architectural Design	0 edays	4 days	Thu 10/22/15	Tue 10/27/15	110	106										
108			Mechanical Design	0 edays	10 days	Mon 10/12/15	Fri 10/23/15	109	105										
109			El&C Design	0 edays	15 days	Mon 10/26/15	Fri 11/13/15	110	108										
110			90% Design Submittal	0 edays	0 days	Fri 11/13/15	Fri 11/13/15	111	109,107										
111			City Review	0 edays	10 days	Mon 11/16/15	Fri 11/27/15	112	110										
112			CDPHE Review	0 edays	45 days	Mon 11/30/15	Fri 1/29/16	113	111										
113			Lift Station Package Complete and Approved	0 edays	0 days	Fri 1/29/16	Fri 1/29/16	115	112										
114			Construction	0 edays	200 days	Wed 6/1/16	Tue 3/7/17												
115			Lift Station Construction Allowance	0 edays	200 days	Wed 6/1/16	Tue 3/7/17	116	113,24,15										
116			Lift Station Complete	0 edays	0 days	Tue 3/7/17	Tue 3/7/17	147	115										
117			HNP WWTP Improvements	0 edays	795 days	Wed 5/13/15	Tue 5/29/18												
118			30% Design	0 edays	105 days	Wed 5/13/15	Tue 10/6/15												
119			Process Design & Hydraulics	0 edays	15 days	Wed 5/13/15	Tue 6/2/15	120,121	52										
120			Civil Design	0 edays	15 days	Wed 6/3/15	Tue 6/23/15	125	119										
121			Mechanical Design	0 edays	30 days	Wed 6/3/15	Tue 7/14/15	122,124	119										
122			Architectural Design	0 edays	20 days	Wed 7/15/15	Tue 8/11/15	123	121										
123			Structural Design	0 edays	30 days	Wed 8/12/15	Tue 9/22/15	125	122										
124			El&C Design	0 edays	30 days	Wed 7/15/15	Tue 8/25/15	125	121										
125			30% Design Submittal	0 edays	0 days	Tue 9/22/15	Tue 9/22/15	126	123,120,124										
126			City Review	0 edays	10 days	Wed 9/23/15	Tue 10/6/15	128,129,130,1	125										
127			60% Design	0 edays	50 days	Wed 10/7/15	Tue 12/15/15												
128			Civil Design	0 edays	10 days	Wed 10/7/15	Tue 10/20/15	133	24,126										
129			Mechanical Design	0 edays	20 days	Wed 10/7/15	Tue 11/3/15	132	126										
130			Architectural Design	0 edays	15 days	Wed 10/7/15	Tue 10/27/15	133	126										
131			Structural Design	0 edays	15 days	Wed 10/7/15	Tue 10/27/15	133	126										
132			El&C Design	0 edays	20 days	Wed 11/4/15	Tue 12/1/15	133	129										
133			60% Design Submittal	0 edays	0 days	Tue 12/1/15	Tue 12/1/15	134	128,130,131,1										
134			City Review	0 edays	10 days	Wed 12/2/15	Tue 12/15/15	136,137,138,1	133										
135			90% Design	0 edays	46 days	Wed 12/16/15	Wed 2/17/16												
136			Civil Design	0 edays	5 days	Wed 12/16/15	Tue 12/22/15	141	134										
137			Mechanical Design	0 edays	12 days	Wed 12/16/15	Thu 12/31/15	140	134										
138			Architectural Design	0 edays	5 days	Wed 12/16/15	Tue 12/22/15	141	134										
139			Structural Design	0 edays	8 days	Wed 12/16/15	Fri 12/25/15	141	134										
140			El&C Design	0 edays	12 days	Fri 1/1/16	Mon 1/18/16	141	137										
141			90% Design Submittal	0 edays	0 days	Mon 1/18/16	Mon 1/18/16	142	136,138,139,1										
142			City Review	0 edays	10 days	Tue 1/19/16	Mon 2/1/16	66	141										
143			HNP WWTP Improvements Package Complete and Approved	0 edays	0 days	Wed 2/17/16	Wed 2/17/16	145	68										
144			Construction	0 edays	520 days	Wed 6/1/16	Tue 5/29/18												
145			HNP Construction Allowance	0 edays	520 days	Wed 6/1/16	Tue 5/29/18	146	143,15										
146			HNP Complete	0 edays	0 days	Tue 5/29/18	Tue 5/29/18	147	145										
147			Consolidated Wastewater Program Complete	0 edays	0 days	Tue 5/29/18	Tue 5/29/18		146,116,93										
Sun 8/30/15 City of Evans WWTP Consolidat			Critical		Milestone	◆	Project Summary	▬	Inactive Milestone	◆	Manual Summary Rollup		External Tasks	▬					
			Critical Split		Slack	▬	Rolled Up Critical		Inactive Summary	▬	Manual Summary	▬	External Milestone	◆					
			Task		Slippage	▬	Rolled Up Critical Split		Manual Task	▬	Start-only	▬	Deadline	↓					
			Split		Summary	▬	Inactive Task		Duration-only	▬	Finish-only	▬	Progress	▬					
Page 3 of 3																			

EXHIBIT D – DESIGN ELEMENTS



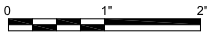
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	MATTHEW S. GOUGH
STRUCTURAL	RON MANSKE
ARCHITECTURAL	
PROCESS	ADAM PARMENTER
PROCESS	ASHLEY LESSIG
MECHANICAL	
ELECTRICAL	
DRAWN BY	K. BREWSTER
PROJECT NUMBER	000000000248156



EVANS CONSOLIDATED WWTW
ARCHITECTURAL AND ENGINEERING SERVICES
WASTEWATER LIFT STATION

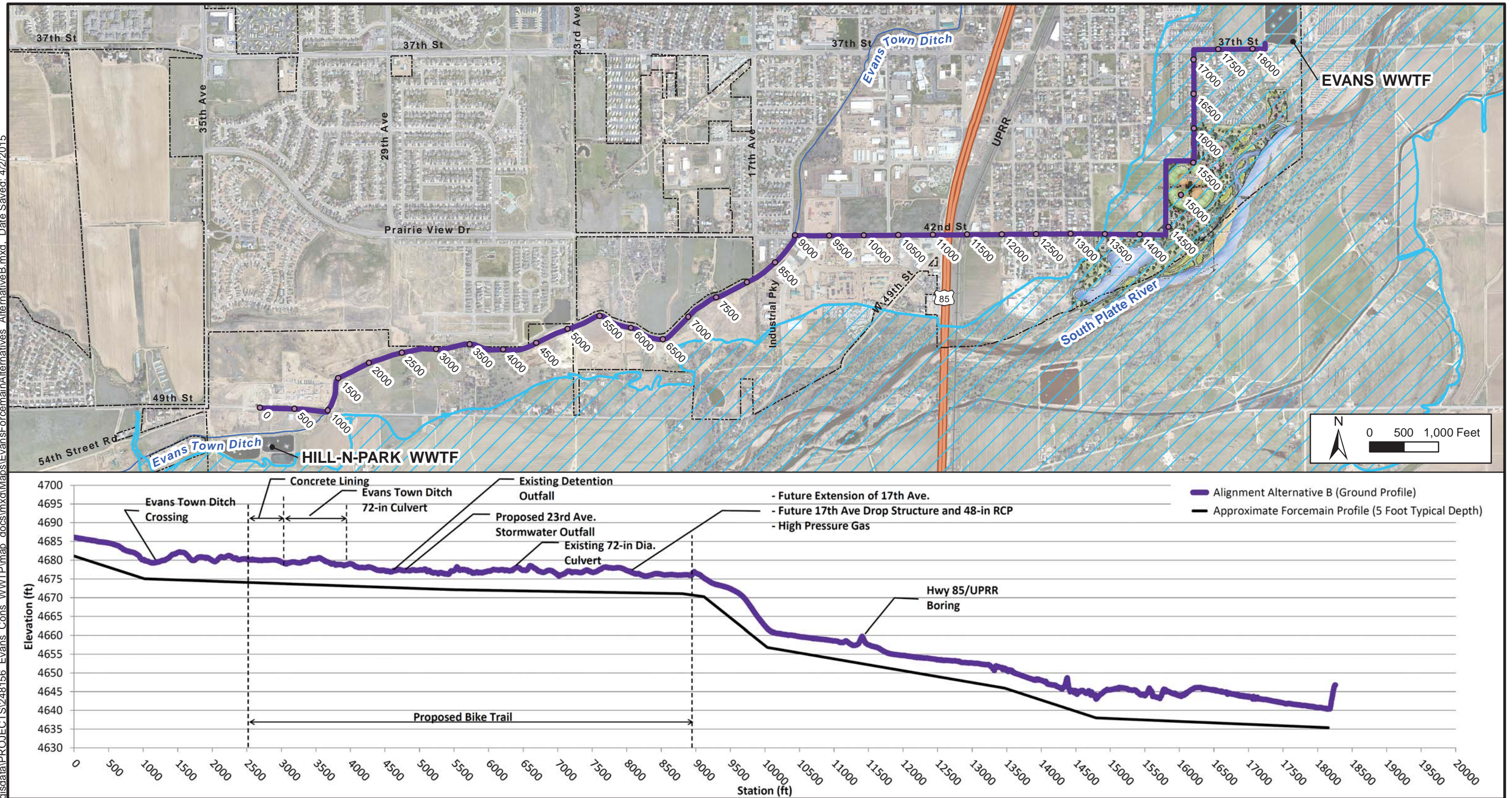
SITE WORK
SITE GRADING PLAN



FILENAME 01C101.dwg
SCALE 1" = 20'

SHEET
01C101

Document Path: \\den-gis\svr\gisdata\PROJECTS\248156_Evans_Cons_WWTP\map_docs\mxd\Maps\EvansForcmainAlternatives_AltB.mxd, Date Saved: 4/2/2015



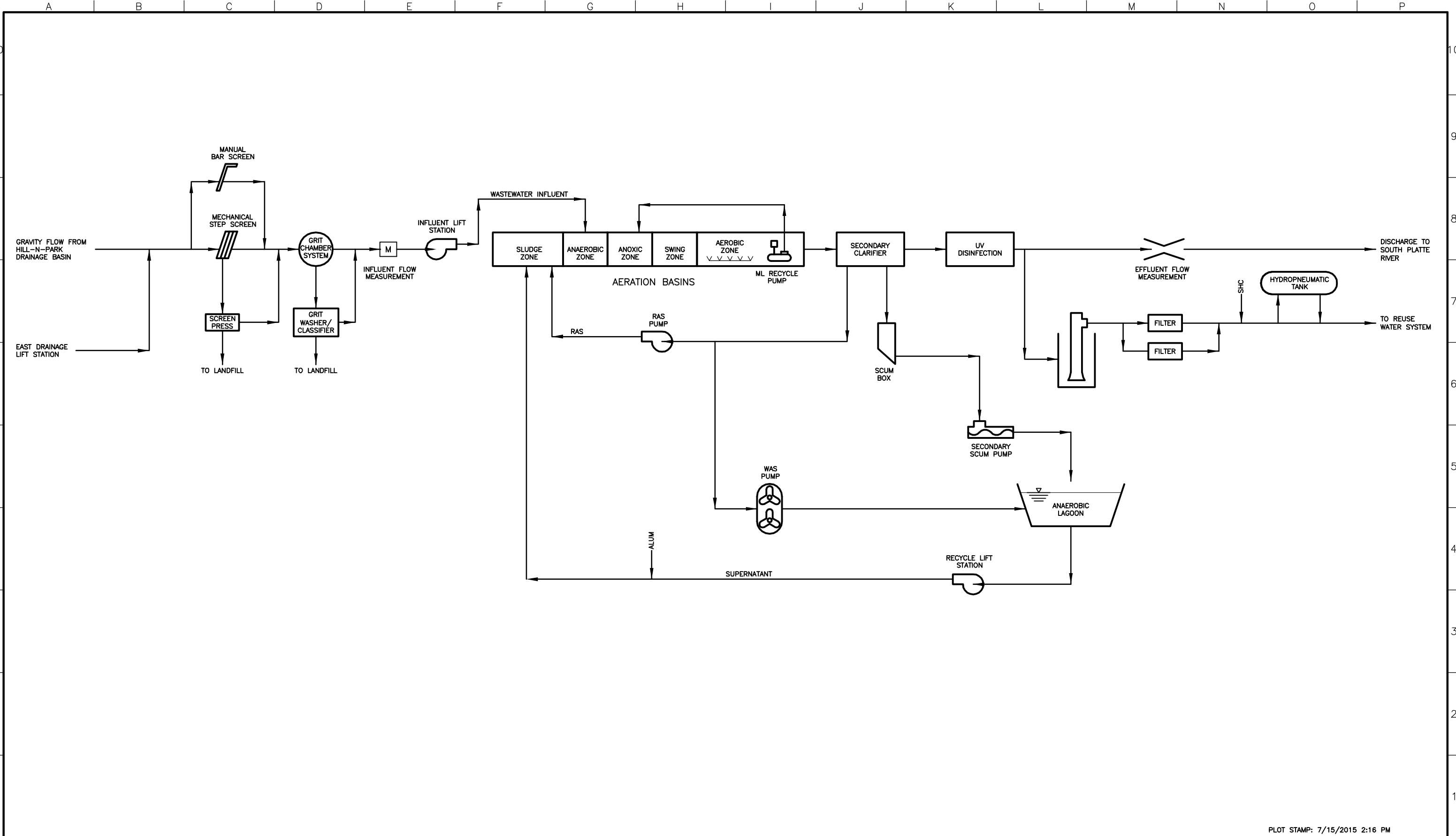
Legend

- Forcemain Alternative B Station Points (500 ft)
- Forcemain Alternative B
- 2013 Flood: FEMA HWL Merged with City Flood Extent
- City of Evans City Limits


Figure 6-2
Forcemain Alternative Alignment B

SELECTED ALTERNATIVE - JOHANNESBURG PROCESS WITHOUT PRIMARY CLARIFICATION
ROCOMMENDED SITE LAYOUT





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990 S. BROADWAY, SUITE 400
Denver, Colorado 80209
(303) 825-1802

LINE IS 2 INCHES
AT FULL SIZE
(IF NOT 2"=SCALE ACCORDINGLY)
DRAWING GDG1604-3
DRAWN JRA
DESIGNED CTW
CHECKED PDR

APPROVED:

PRINCIPAL

DATE:

REV. DESCRIPTION BY DATE APP.
A ISSUED FOR REVIEW JRA 06/09/15 SMR
B REVISIONS PER REVIEW JRA 07/15/15 PDR

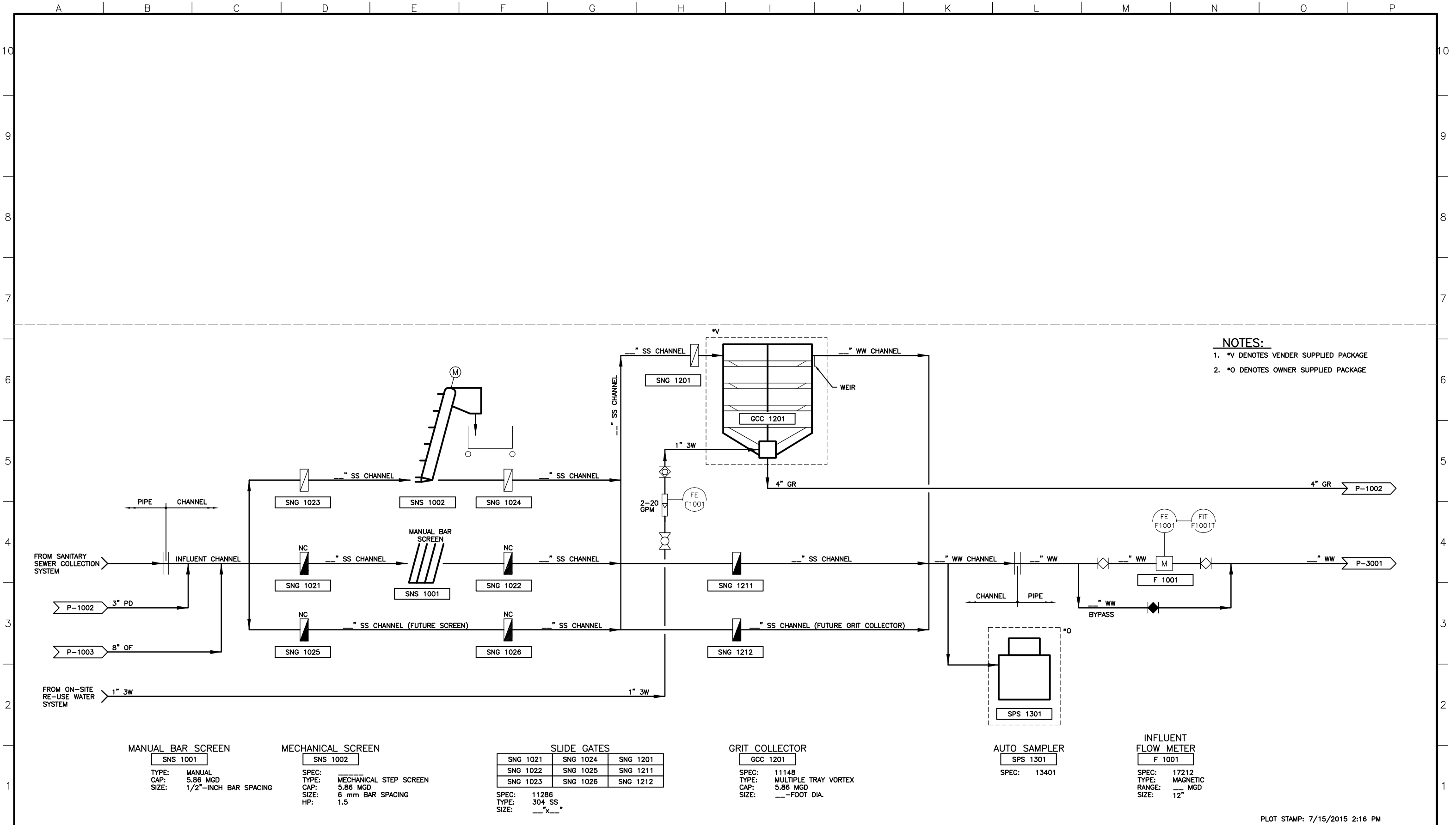
CITY OF EVANS
EVANS, COLORADO

CONSOLIDATED
WASTEWATER TREATMENT PLANT

GENERAL

PROCESS FLOW DIAGRAM

DATE: 06/09/15
PROJECT NUMBER: 50071604
REVISION NO. B
DRAWING NUMBER
G-3
SHEET NUMBER



- NOTES:**
- *V DENOTES VENDER SUPPLIED PACKAGE
 - *O DENOTES OWNER SUPPLIED PACKAGE

MANUAL BAR SCREEN
SNS 1001
TYPE: MANUAL
CAP: 5.86 MGD
SIZE: 1/2"-INCH BAR SPACING

MECHANICAL SCREEN
SNS 1002
SPEC: MECHANICAL STEP SCREEN
TYPE: 5.86 MGD
CAP: 6 mm BAR SPACING
SIZE: 1.5
HP:

SLIDE GATES					
SNG 1021	SNG 1024	SNG 1201			
SNG 1022	SNG 1025	SNG 1211			
SNG 1023	SNG 1026	SNG 1212			
SPEC: 11286 TYPE: 304 SS SIZE: ---"x---					

GRIT COLLECTOR
GCC 1201
SPEC: 11148
TYPE: MULTIPLE TRAY VORTEX
CAP: 5.86 MGD
SIZE: ---FOOT DIA.

AUTO SAMPLER
SPS 1301
SPEC: 13401

INFLUENT FLOW METER
F 1001
SPEC: 17212
TYPE: MAGNETIC
RANGE: ---MGD
SIZE: 12"

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DRAWN JRA
DESIGNED NKF
CHECKED PDR

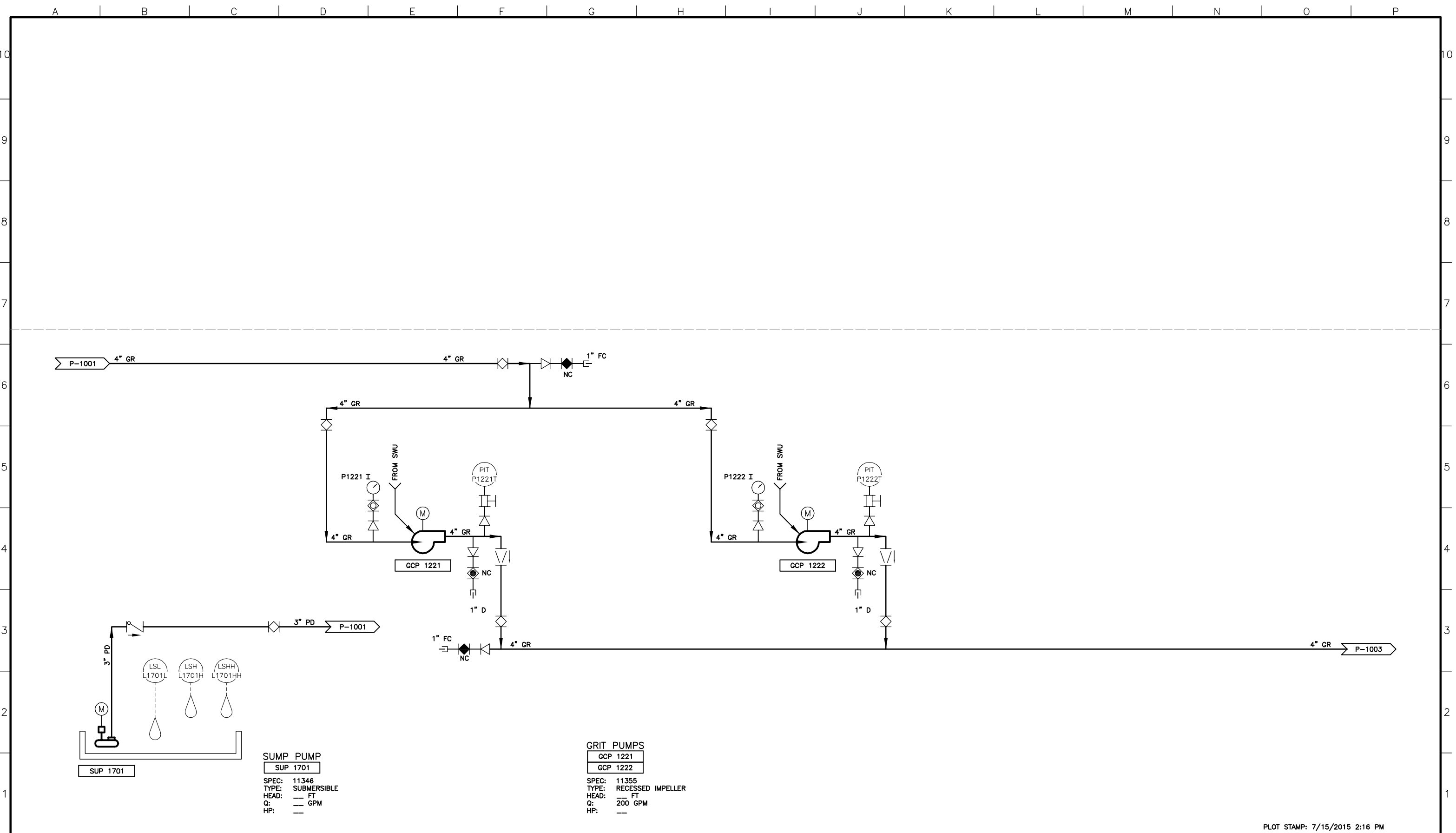
APPROVED:
PRINCIPAL
DATE:


REVISIONS				
REV.	DESCRIPTION	BY	DATE	APP.
A	ISSUED FOR REVIEW	JRA	06/16/15	PDR
B	REVISIONS PER REVIEW	JMB	07/14/15	PDR
C	REVISIONS PER REVIEW	JRA	07/15/15	PDR

CITY OF EVANS
EVANS, COLORADO
CONSOLIDATED
WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM
HEADWORKS SCREENING AND
GRIT REMOVAL

DATE: 06/16/15
PROJECT NUMBER: 50071604
REVISION NO. C
DRAWING NUMBER
P-1001
SHEET NUMBER





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DRAWING PDG1604-1002
DRAWN JRA
DESIGNED NKF
CHECKED PDR

APPROVED:

PRINCIPAL

DATE:

REVISIONS				
REV.	DESCRIPTION	BY	DATE	APP.
A	ISSUED FOR REVIEW	JRA	06/16/15	PDR
B	REVISIONS PER REVIEW	JMB	07/14/15	PDR
C	REVISIONS PER REVIEW	JRA	07/15/15	PDR

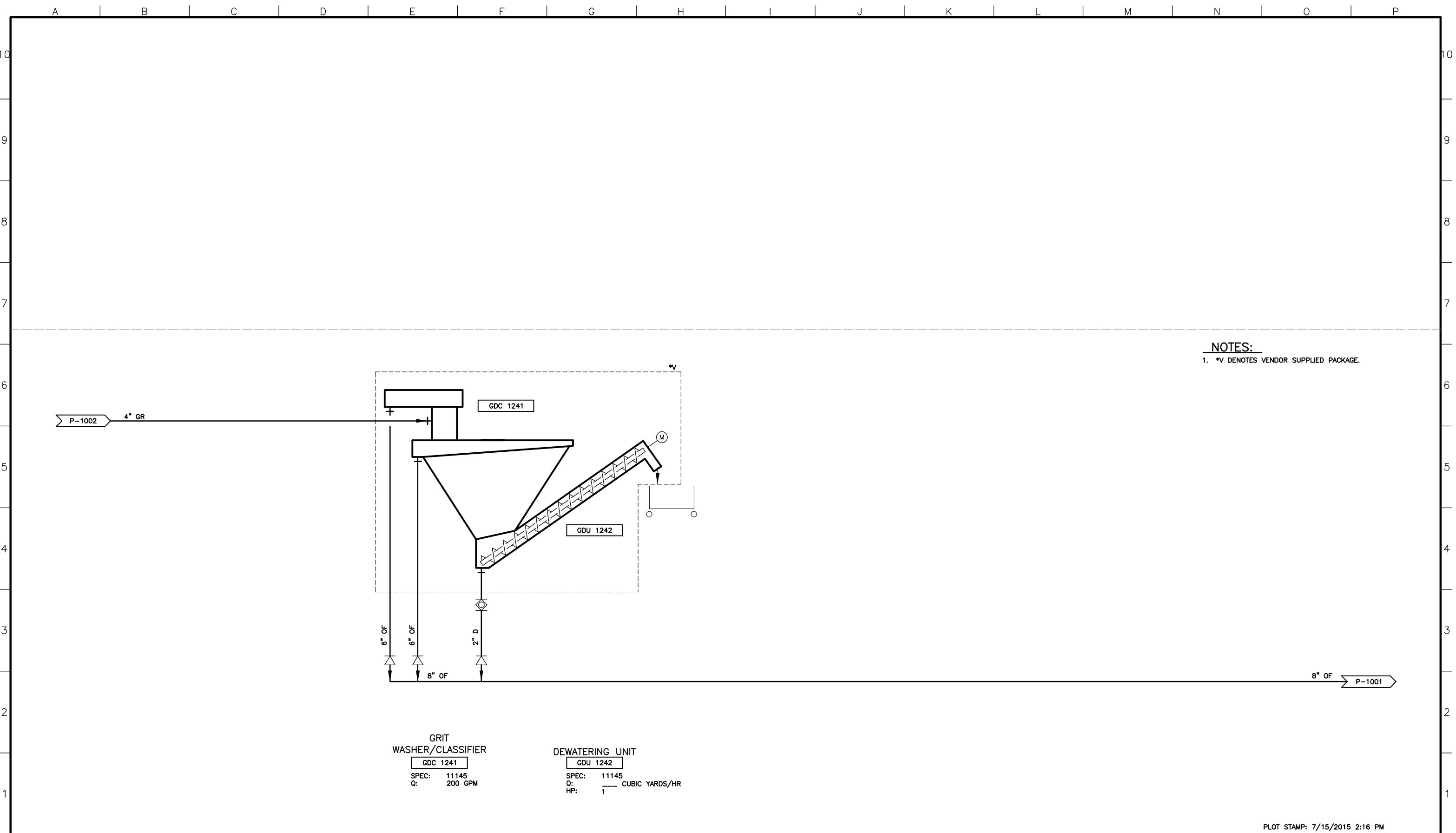
CITY OF EVANS
EVANS, COLORADO

CONSOLIDATED
WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM

HEADWORKS GRIT PUMPS

DATE: 06/16/15
PROJECT NUMBER: 50071604
REVISION NO. C
DRAWING NUMBER
P-1002
SHEET NUMBER




NOTES:
1. *V DENOTES VENDOR SUPPLIED PACKAGE.

GRIT
WASHER/CLASSIFIER
GDC 1241
SPEC: 11145
Q: 200 GPM

DEWATERING UNIT
GDU 1242
SPEC: 11145
Q: 1 CUBIC YARDS/HR
HP: 1

PLOT STAMP: 7/15/2015 2:16 PM



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Denver, Colorado 80209
(303) 825-1802

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DRAWING PDG1604-1003
DRAWN JRA
DESIGNED NKF
CHECKED PDR

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	ISSUED FOR REVIEW	JRA	06/16/15	PDR
B	REVISIONS PER REVIEW	JMB	07/14/15	PDR
C	REVISIONS PER REVIEW	JRA	07/15/15	PDR

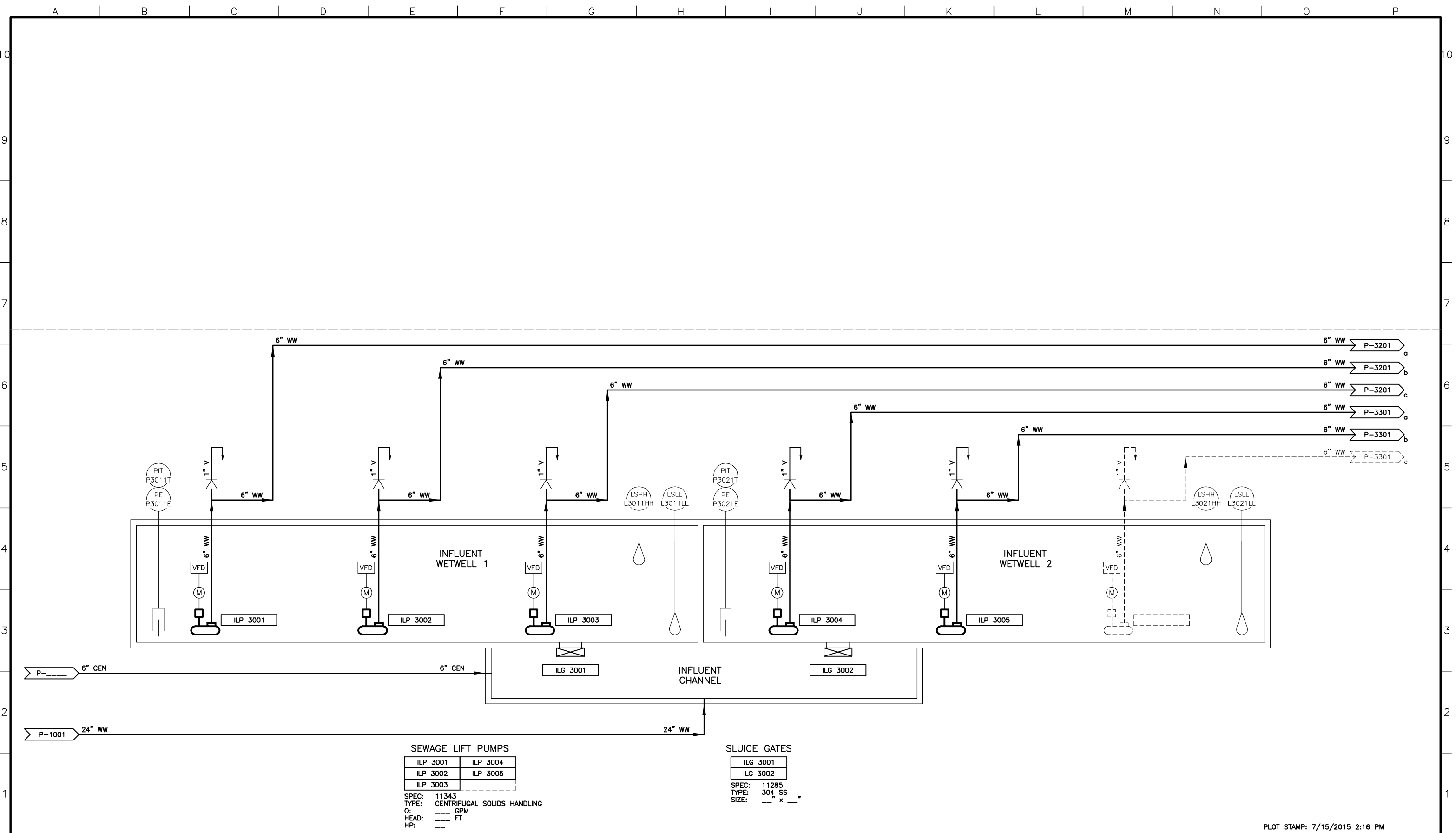
CITY OF EVANS
EVANS, COLORADO

CONSOLIDATED
WASTEWATER TREATMENT PLANT


PROCESS & INSTRUMENTATION DIAGRAM

HEADWORKS GRIT PROCESSING

DATE: 06/16/15
PROJECT NUMBER: 50071604
REVISION NO. C
DRAWING NUMBER
P-1003
SHEET NUMBER



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DRAWING PDG1604-3001
DRAWN JRA
DESIGNED NKF
CHECKED PDR

APPROVED:

PRINCIPAL

DATE:

REV.	DESCRIPTION	BY	DATE	APP.
A	ISSUED FOR REVIEW	JRA	06/17/15	PDR
B	REVISIONS PER REVIEW	JMB	07/14/15	PDR
C	REVISIONS PER REVIEW	JRA	07/15/15	PDR

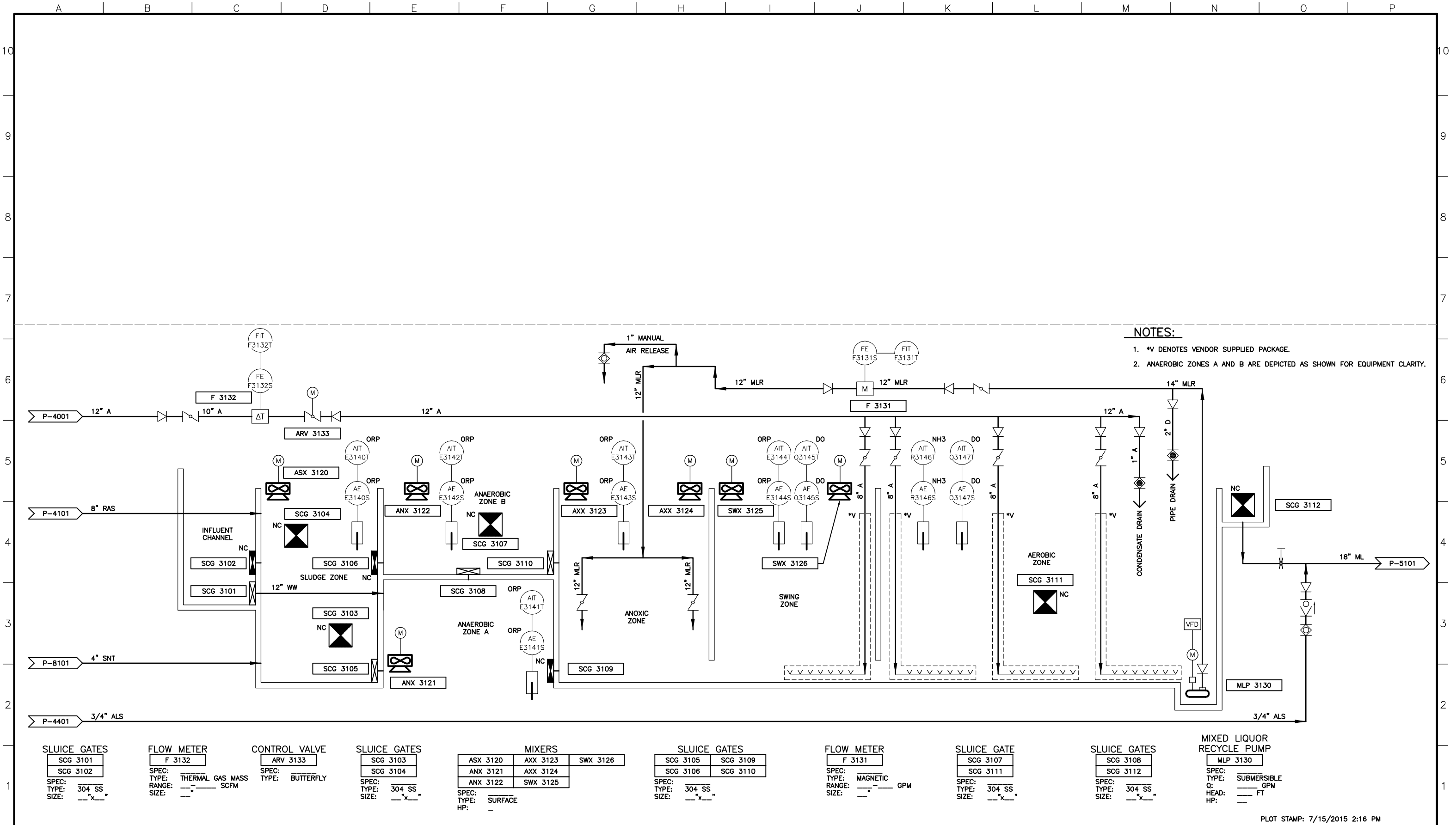
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CONSOLIDATED
WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM

INFLUENT LIFT STATION

DATE: 06/17/15
PROJECT NUMBER: 50071604
REVISION NO. C
DRAWING NUMBER
P-3001
SHEET NUMBER



- NOTES:**
- *V DENOTES VENDOR SUPPLIED PACKAGE.
 - ANAEROBIC ZONES A AND B ARE DEPICTED AS SHOWN FOR EQUIPMENT CLARITY.

SLUICE GATES
SCG 3101
SCG 3102
SPEC: TYPE: 304 SS
SIZE: 12"x12"

FLOW METER
F 3132
SPEC: TYPE: THERMAL GAS MASS
RANGE: 0-100 SCFM
SIZE: 12"

CONTROL VALVE
ARV 3133
SPEC: TYPE: BUTTERFLY

SLUICE GATES
SCG 3103
SCG 3104
SPEC: TYPE: 304 SS
SIZE: 12"x12"

MIXERS
ASX 3120
ANX 3121
ANX 3122
AXX 3123
AXX 3124
SWX 3125
SWX 3126
SPEC: TYPE: SURFACE
HP: 10

SLUICE GATES
SCG 3105
SCG 3106
SCG 3109
SCG 3110
SPEC: TYPE: 304 SS
SIZE: 12"x12"

FLOW METER
F 3131
SPEC: TYPE: MAGNETIC
RANGE: 0-100 GPM
SIZE: 12"

SLUICE GATE
SCG 3107
SCG 3111
SPEC: TYPE: 304 SS
SIZE: 12"x12"

SLUICE GATES
SCG 3108
SCG 3112
SPEC: TYPE: 304 SS
SIZE: 12"x12"

MIXED LIQUOR RECYCLE PUMP
MLP 3130
SPEC: TYPE: SUBMERSIBLE
Q: 100 GPM
HEAD: 10 FT
HP: 10

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DRAWING PDG1604-3101
DRAWN JRA
DESIGNED CTW
CHECKED PDR

APPROVED:
PRINCIPAL
DATE:

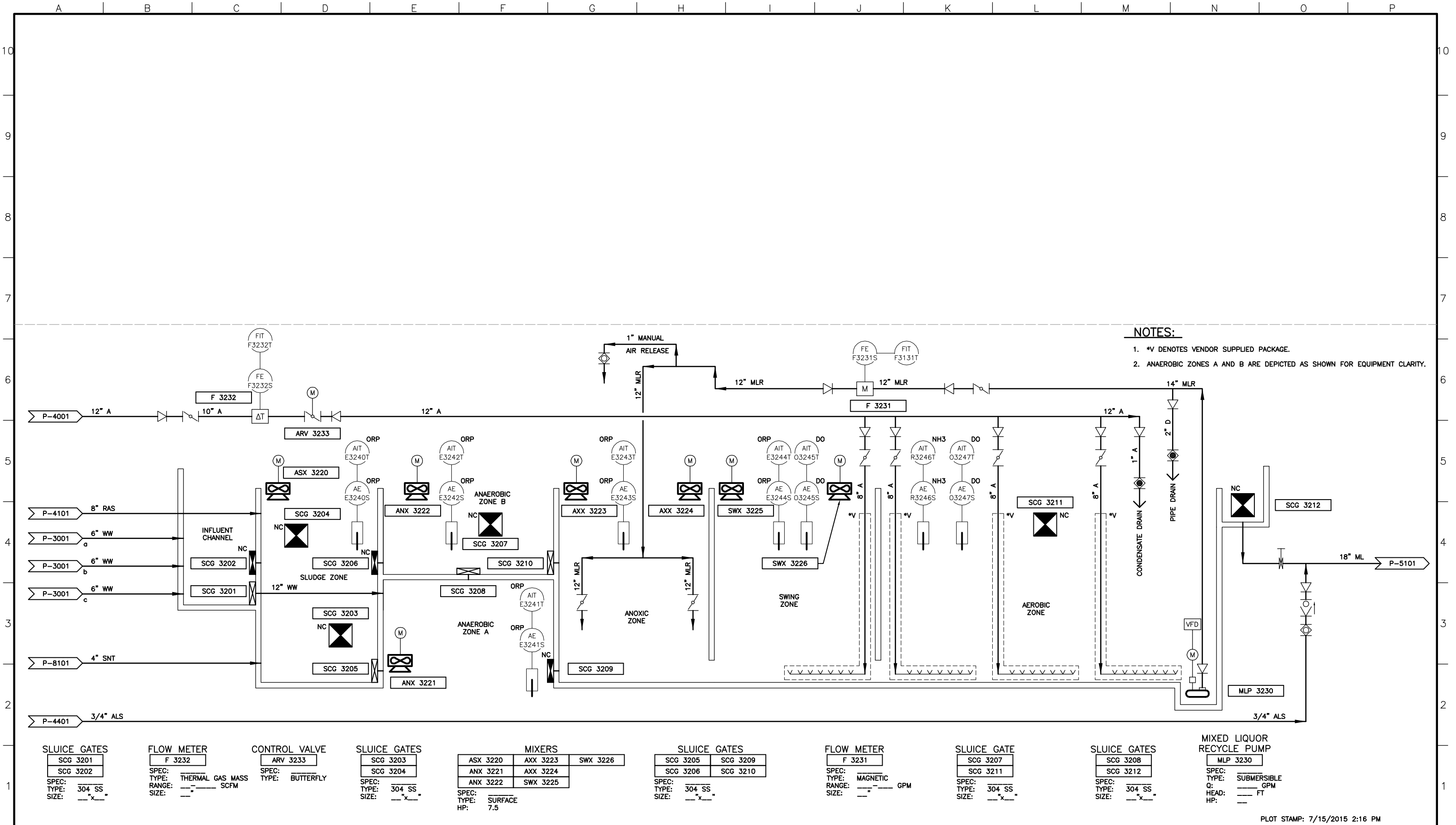
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B	REVISIONS PER REVIEW	JRA	07/14/15	PDR

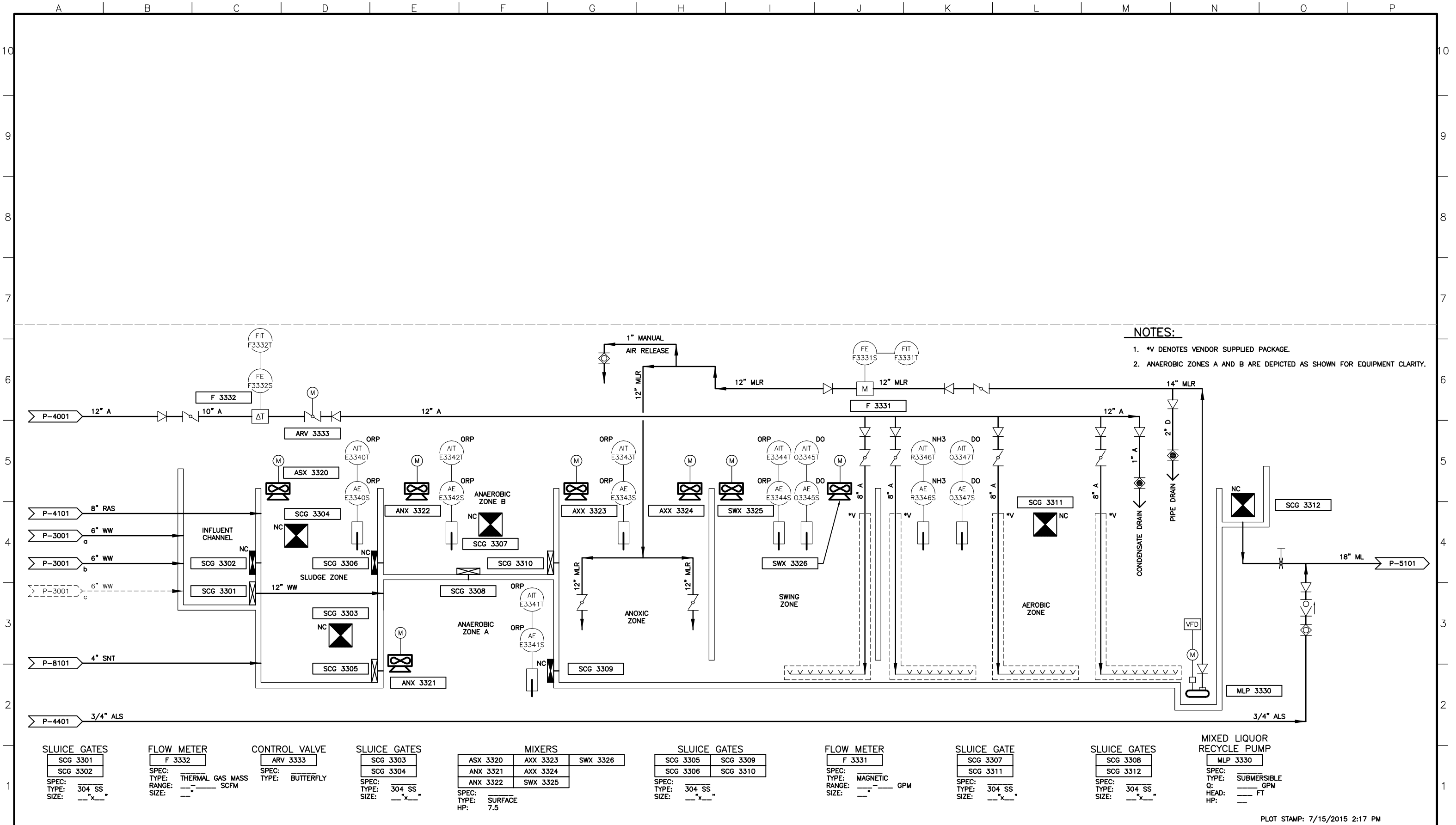
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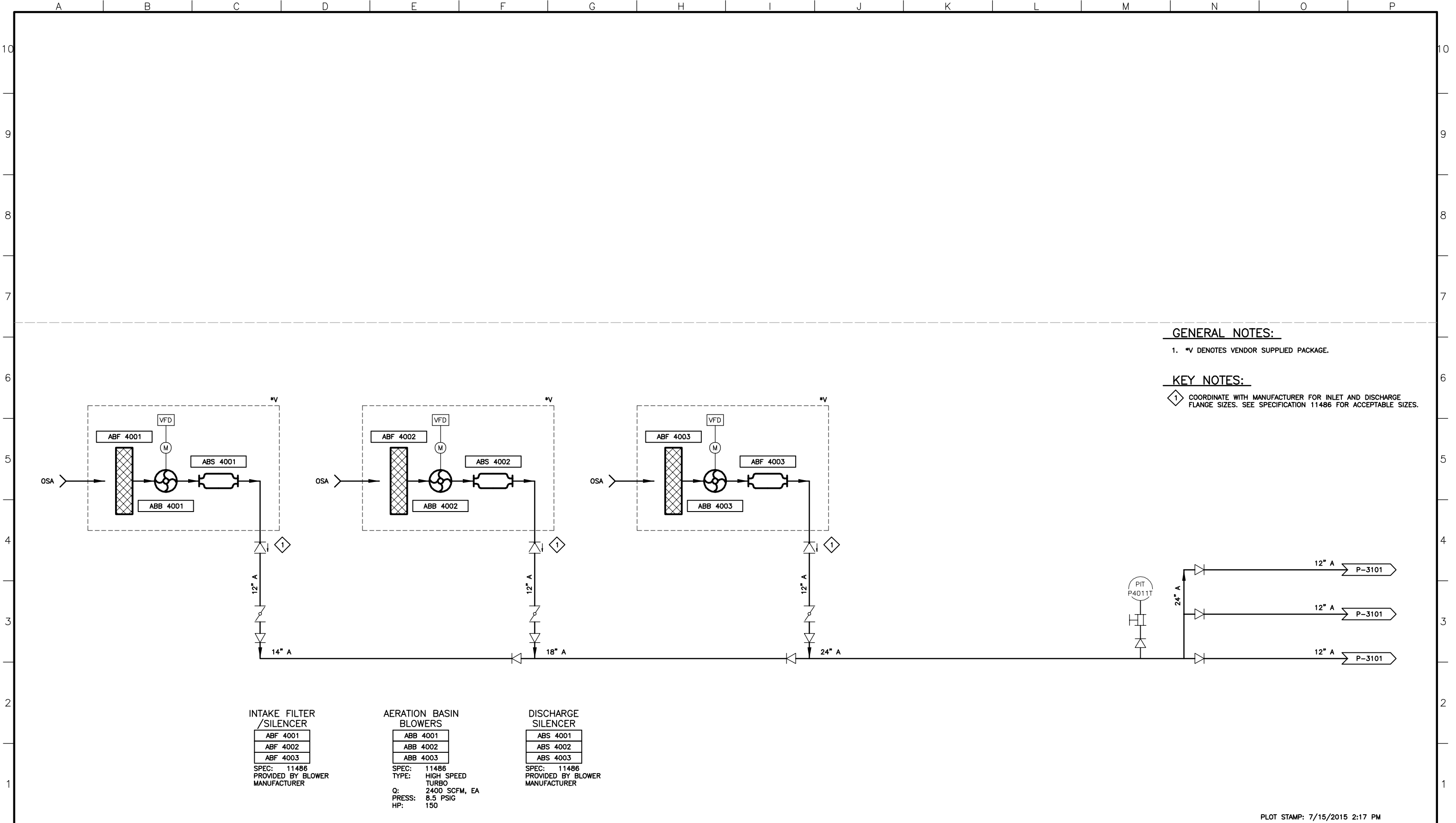
PROCESS & INSTRUMENTATION DIAGRAM

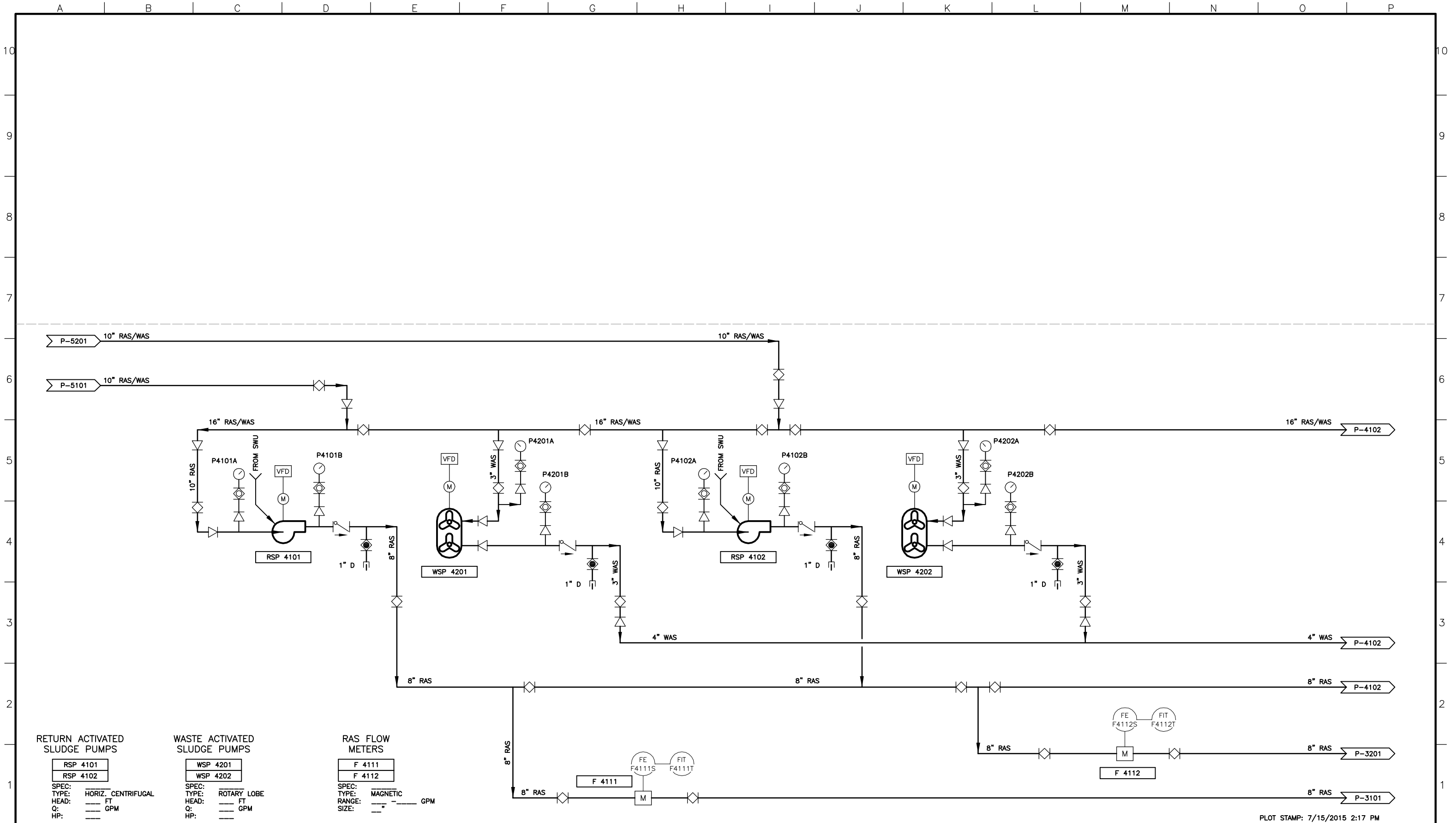
AERATION BASIN 1

DATE: 06-15-15
PROJECT NUMBER: 50071604
REVISION NO. B
DRAWING NUMBER
P-3101
SHEET NUMBER









RETURN ACTIVATED
SLUDGE PUMPS

RSP 4101
RSP 4102

SPEC:
TYPE: _____
HEAD: _____ FT
Q: _____ GPM
HP: _____

WASTE ACTIVATED
SLUDGE PUMPS

WSP 4201
WSP 4202

SPEC:
TYPE: _____
HEAD: _____ FT
Q: _____ GPM
HP: _____

RAS FLOW
METERS

F 4111
F 4112

SPEC:
TYPE: _____
RANGE: _____ GPM
SIZE: _____"



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WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM

RETURN ACTIVATED SLUDGE AND
WASTE ACTIVATED SLUDGE PUMPS

DATE: 06/16/15

PROJECT
NUMBER: 50071604

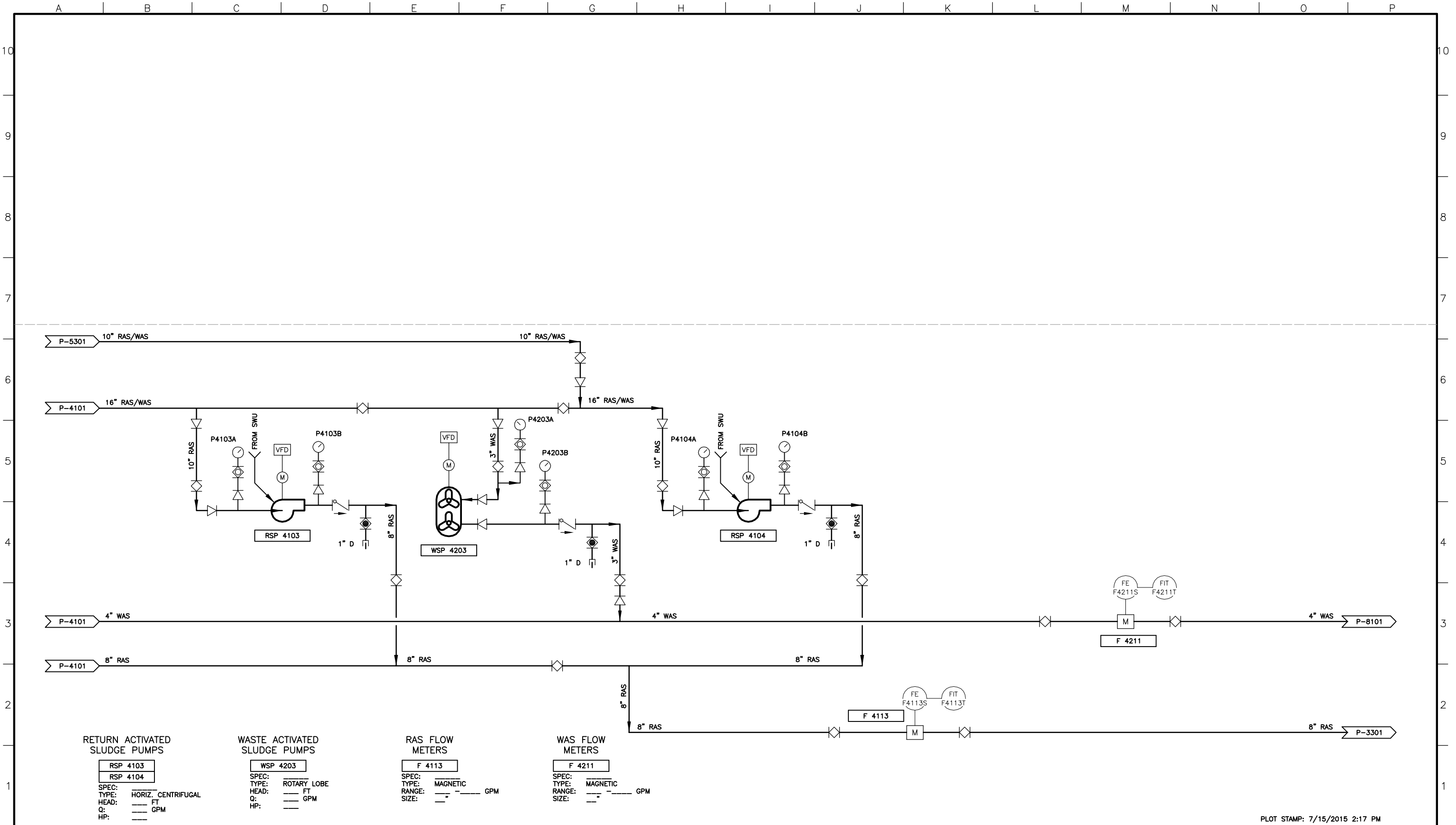
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DRAWN	JRA
DESIGNED	CTW
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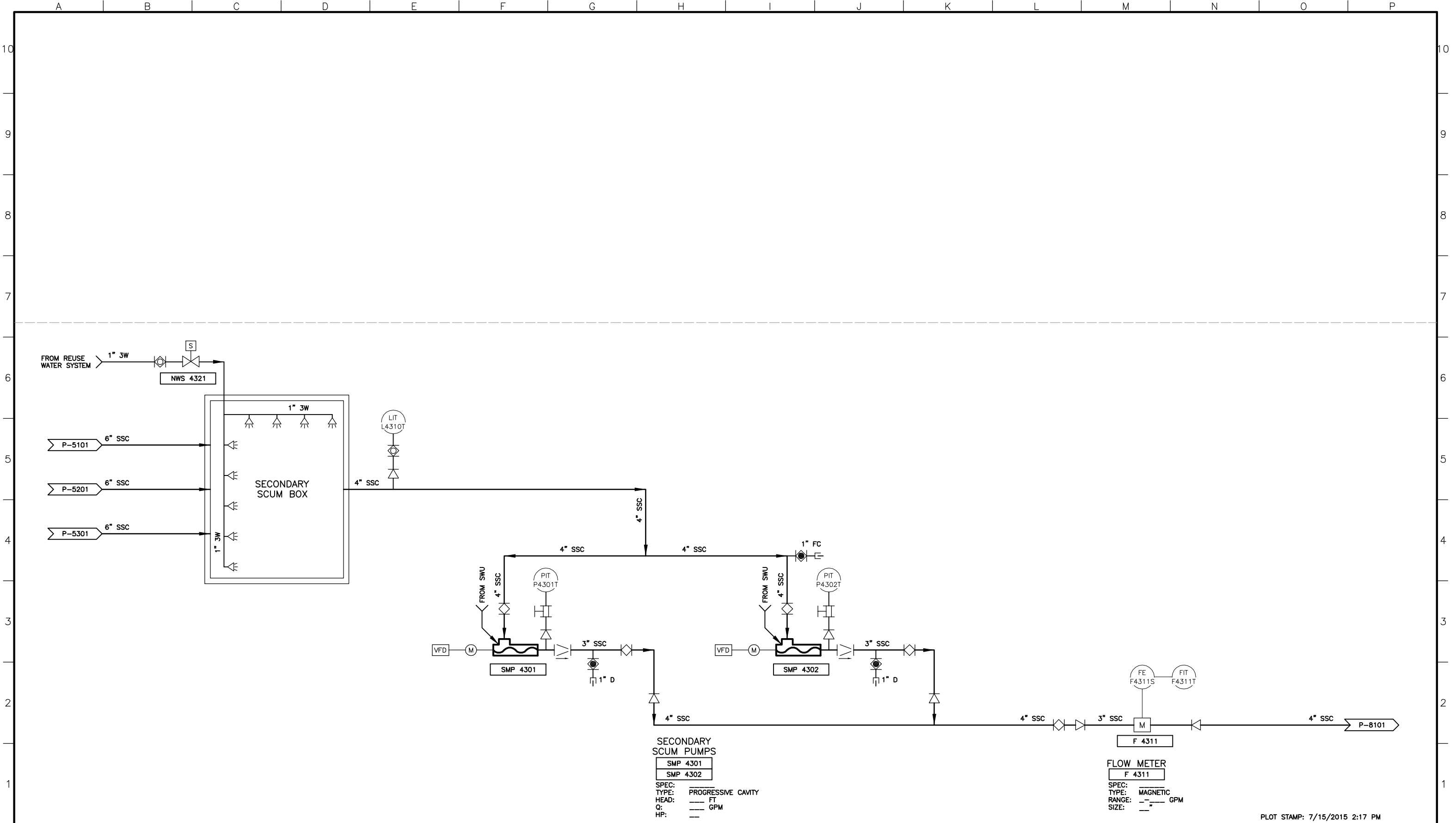
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CONSOLIDATED
WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM

RETURN ACTIVATED SLUDGE AND
WASTE ACTIVATED SLUDGE PUMPS

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B	REVISIONS PER REVIEW	JRA	07/14/15	PDR

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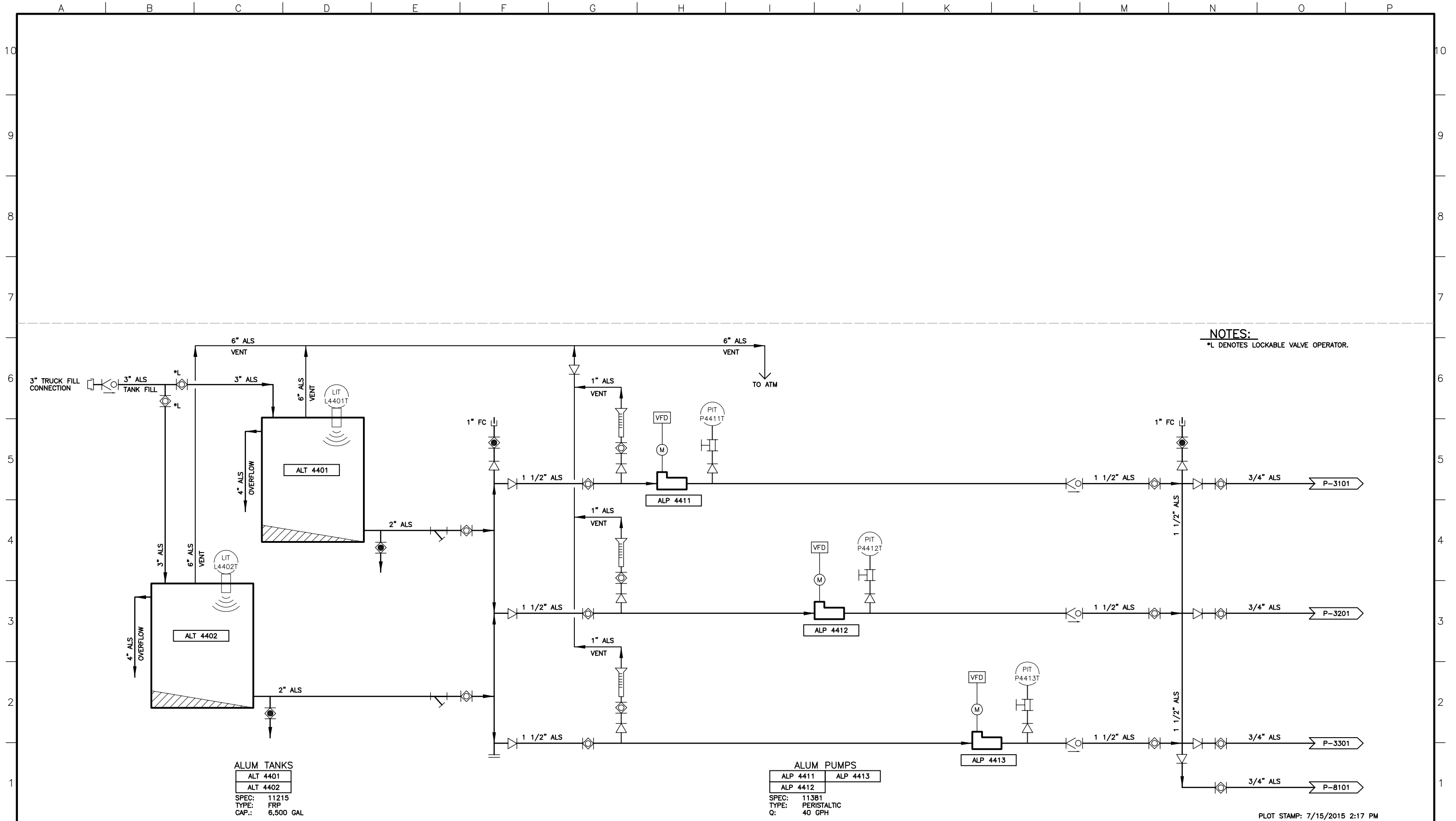
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SECONDARY SCUM PUMPS

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PROJECT NUMBER: 50071604

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P-4301
SHEET NUMBER



NOTES:
*L DENOTES LOCKABLE VALVE OPERATOR.

ALUM TANKS
ALT 4401
ALT 4402
SPEC: 11215
TYPE: FRP
CAP.: 6,500 GAL

ALUM PUMPS
ALP 4411 ALP 4413
ALP 4412
SPEC: 11381
TYPE: PERISTALTIC
Q: 40 GPH

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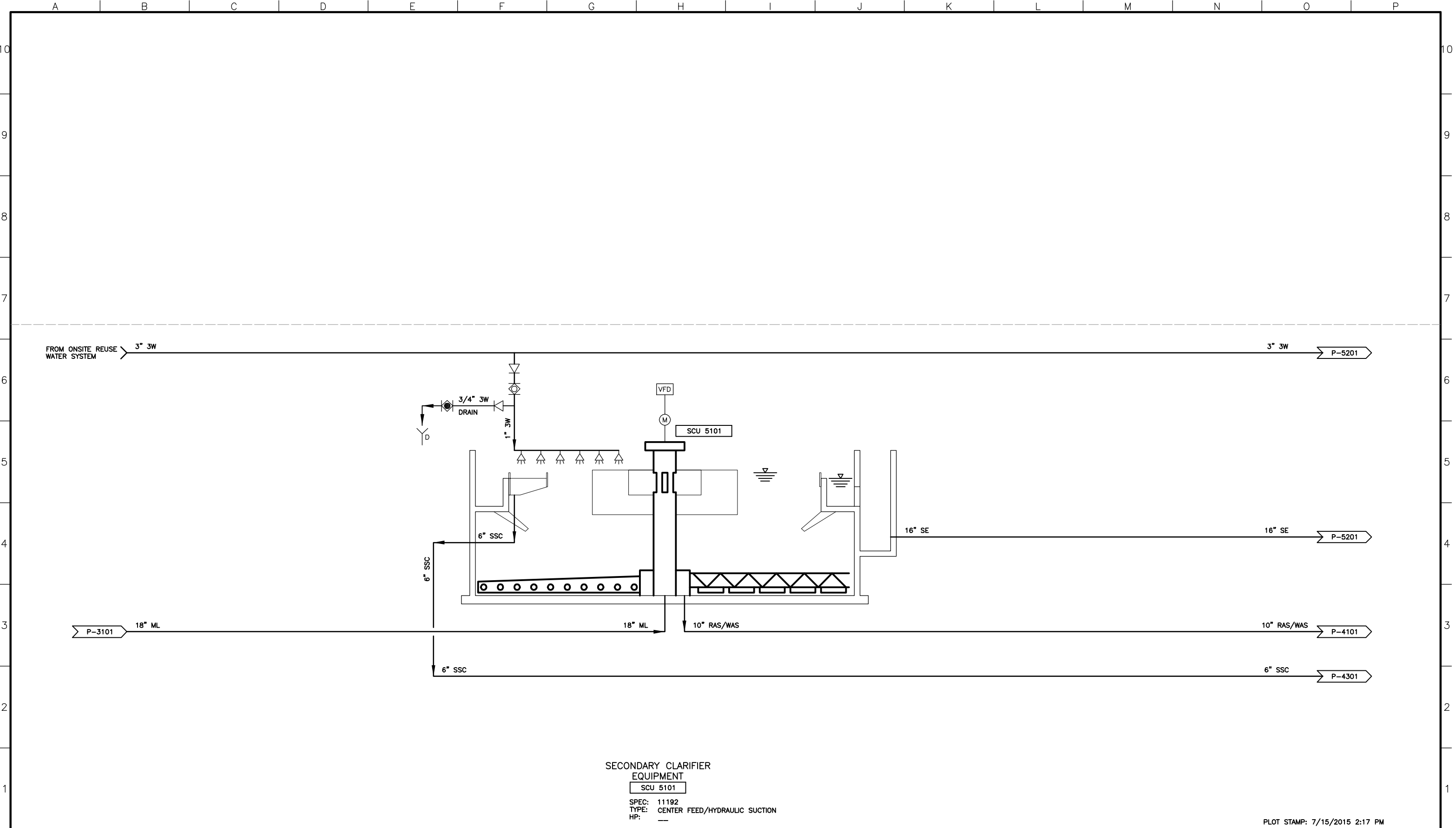
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PROCESS & INSTRUMENTATION DIAGRAM

ALUM SYSTEM

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DRAWN	JRA
DESIGNED	CTW
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A	ISSUED FOR REVIEW	JRA	06/15/15	PDR
B	REVISI0SN PER REVIEW	JRA	07/14/15	PDR

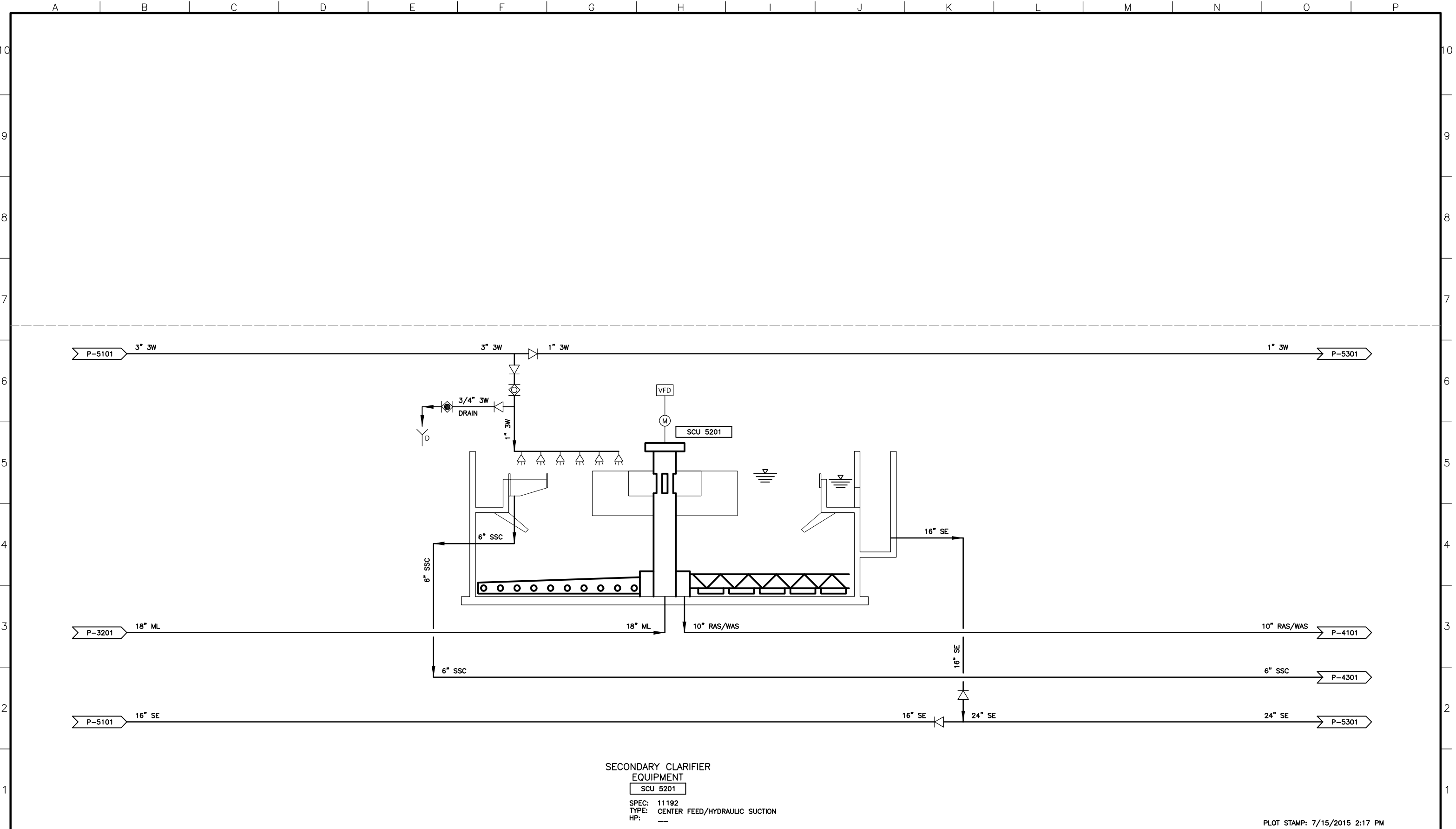
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CONSOLIDATED
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PROCESS & INSTRUMENTATION DIAGRAM

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DRAWN JRA

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WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM

SECONDARY CLARIFIER 2

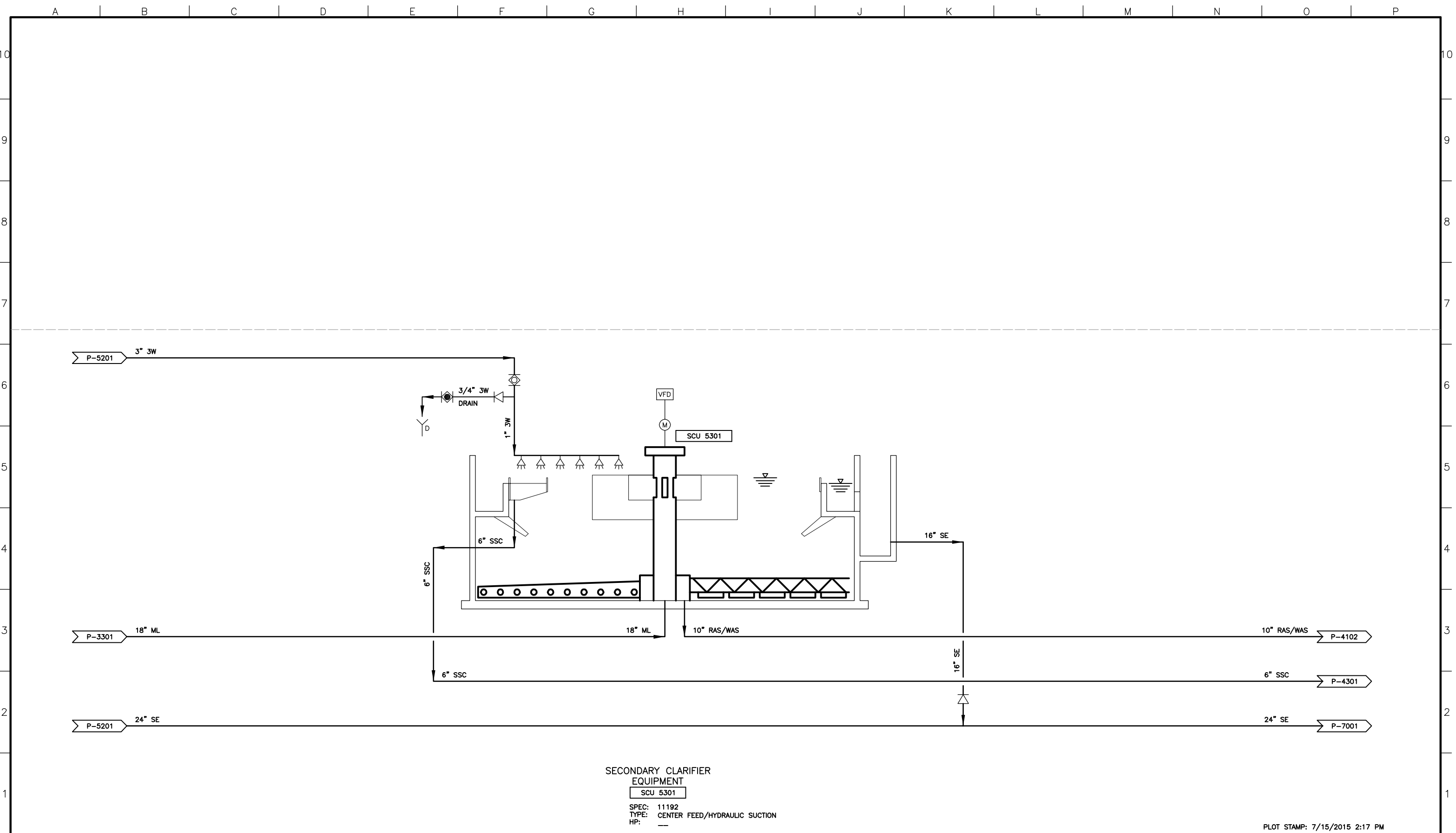
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REV.	DESCRIPTION	BY	DATE	APP.
A	ISSUED FOR REVIEW	JRA	06/15/15	PDR
B	REVISIOSN PER REVIEW	JRA	07/14/15	PDR

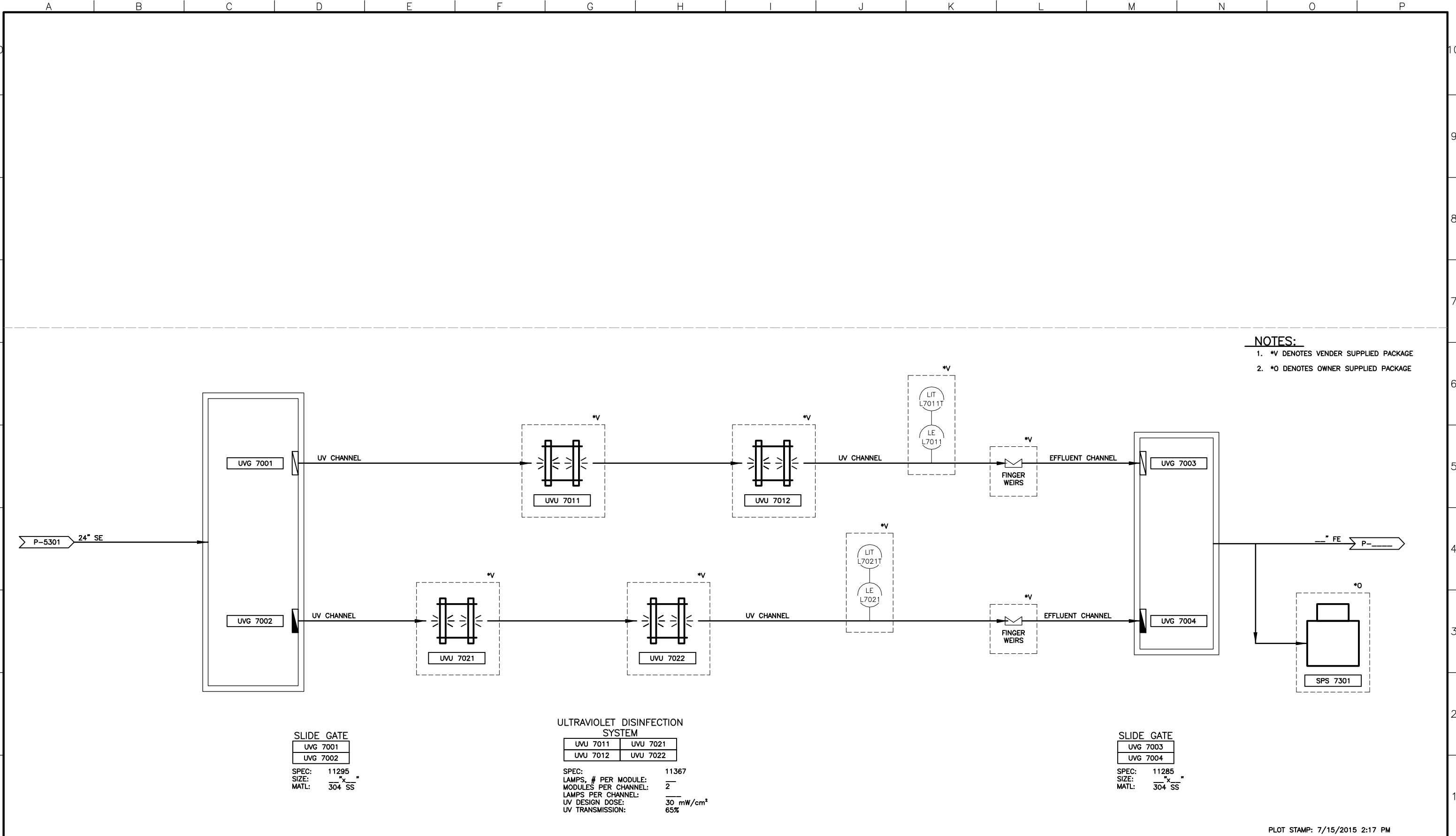
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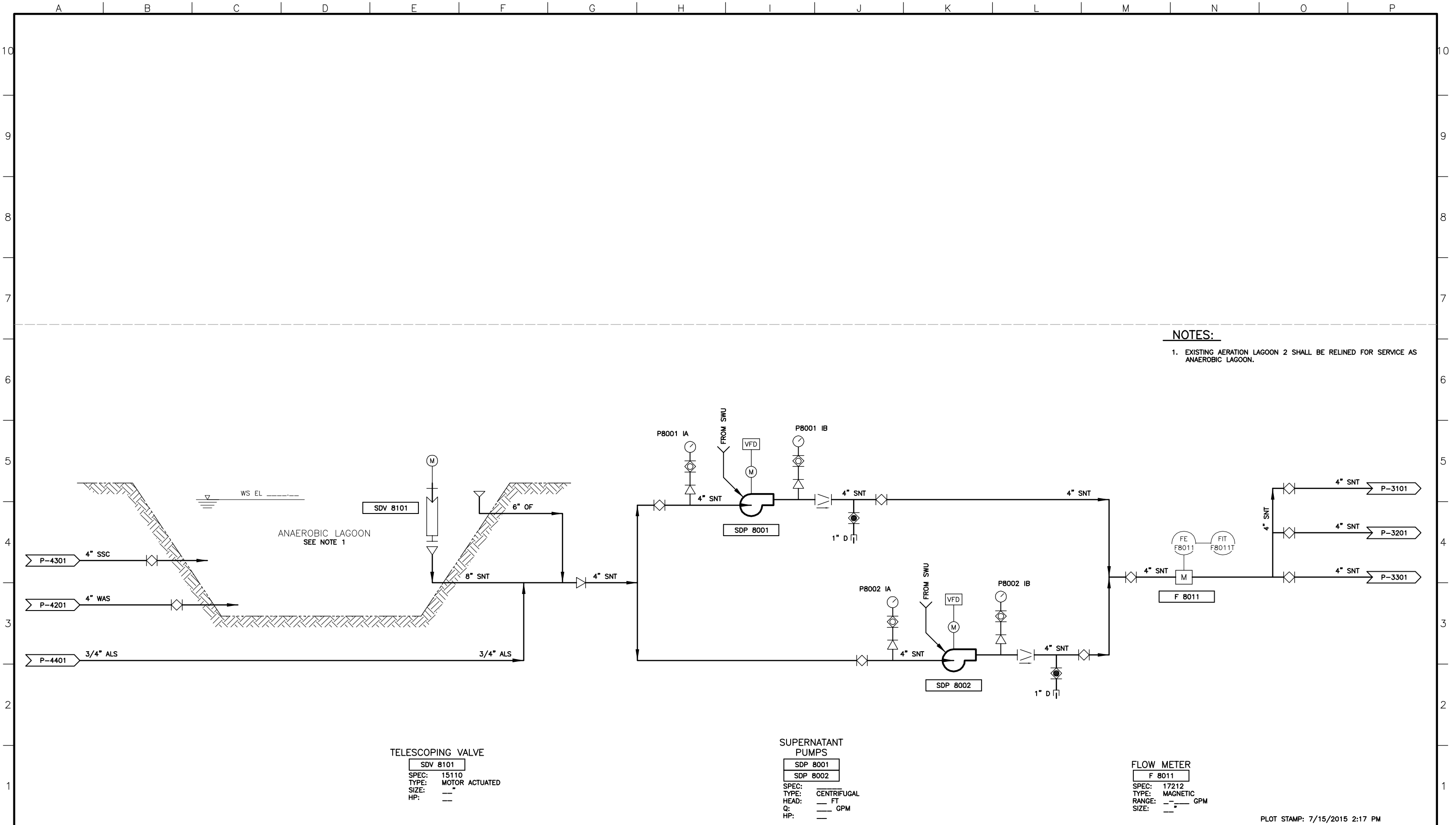
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PROCESS & INSTRUMENTATION DIAGRAM

SECONDARY CLARIFIER 3

DATE: 06/15/15
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C	REVISIONS PER REVIEW	JRA	07/15/15	PDR

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WASTEWATER TREATMENT PLANT

PROCESS & INSTRUMENTATION DIAGRAM

ANAEROBIC LAGOON AND RECYCLE PUMPS

DATE: 06/17/15
PROJECT NUMBER: 50071604
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DRAWING NUMBER
P-8101
SHEET NUMBER